LANDLORD AND TENANT ACT, 1927—The Provisions of the Act relating to Reversionary Leases p. 835
HOUSING: SOME LEGAL DIFFICULTIES .. .. p. 837

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The Solicitors' Journal

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page vi.

VOL. LXXII. **Saturday, December 15, 1928.** No. 50

Current Topics: Company Law Amendment—Edmund Burke and the Law—Pledging a Husband's Credit—Street Offences—A Novelty in Libel—Puck in the Park—Wartime Powers of Police Questioning—When is Discussing a Verdict Libellous?—Dissolution of Marriage: a Double Ceremony—Recovery of Tithe-Rent Charge—Fixtures in Execution .. 831
Pension and Superannuation Funds for Employees 834
Landlord and Tenant Act, 1927 .. 835
The Soviet Loot and Restitution .. 836
Housing: Some Legal Difficulties .. 837
A Conveyancer's Diary 838
Landlord and Tenant Notebook .. 839
Our County Court Letter 839
Practice Notes 840
Correspondence 841
Points in Practice 842
Obituary 844
Reviews 844
Books Received 845
Legal Parables 845
"Appeals" which should not be dismissed 846
Notes of Cases 847
Societies 848
Legal Notes and News 850
Court Papers 850
Stock Exchange Prices of Certain Trustee Securities 850

Current Topics.

Company Law Amendment.

A FORTNIGHT ago we published a letter from a correspondent calling attention to the divergent statements of certain members of the Government regarding the opportunity being given to receive and consider proposed amendments of the Companies Act, 1928, before a consolidating Act is placed upon the statute book. The Act of 1928, it will be remembered, is not yet in operation, except as regards s. 92, which prohibits "share pushing," and it was understood that the Act was only a step towards a completely new consolidation of this branch of law whose importance increases year by year. Such a consolidation is long overdue in view of the development of company management; in addition, the advantages of having the whole law within the four corners of a well-considered and well-drawn code are obvious. But before that can be properly accomplished it is eminently desirable, indeed essential, that all suggestions by way of amendment to the present law should be put forward for criticism and acceptance if found useful and practicable. Those who have had actual experience of the working of the Companies Acts are best qualified for the rôle of critics; they know where there are *lacunæ* that have to be stopped up, inconsistencies that require to be corrected, and, generally, the alterations which are essential to provide a code that will curb the activities of the unprincipled promoter but will not hamper the operations of honest corporators. Many of our readers must have a wide experience of the subject, and it is their views we are anxious to evoke. We therefore invite subscribers to send in any suggestions regarding the amendment of the law relating to companies; in this way they may do useful service in bringing about what we have called a well-considered and well-drawn code.

Edmund Burke and the Law.

THIS WEEK Trinity College, Dublin, has, with befitting ceremony, honoured the memory of two of its most distinguished alumni, OLIVER GOLDSMITH and EDMUND BURKE, whose names are writ large on the ample page of English literature. To lawyers, however, as well as to students of literature and politics, BURKE makes a strong appeal. In law he ever took a lively interest, recognising its study as an almost essential qualification for the statesman. In his panegyric on GRENVILLE in the great speech on American Taxation he said that "he was bred to the law, which is in my opinion one of the finest and noblest of human sciences; a science which does more to quicken and invigorate the understanding than all the other kinds of learning put together," although, he went on to add, "it is not apt, except in persons very happily born, to open and liberalise the mind exactly in the same proportion." BURKE was, however, "happily born," and his study of the law—he entered the Middle Temple but was never called to the Bar—liberalised his ample mind as did all his other studies, and imparted not a little to his greatest speeches, particularly those he delivered on the impeachment of WARREN HASTINGS. He deplored the absence of a complete history of English law. In his day, Chief Justice HALE'S "History of the Common Law" was the only one in existence, and it he declared to be wholly unworthy of the high reputation of the author, the sources of our law not being well laid open, the ancient forms of judicial proceedings touched on in a very slight manner, and the changes and remarkable revolutions in the law, together with their causes, being scarcely mentioned. BURKE himself, in his "Abridgment of English History," included a short essay on the subject; but in his time the materials for such a comprehensive sketch of our national jurisprudence as he desiderated were not easily accessible, and it has been left to our own day to produce such exhaustive histories as those of Sir FREDERICK POLLOCK and the late F. W. MAITLAND, and the more recent elaborate treatment by Professor HOLDSWORTH—works which would have delighted and satisfied EDMUND BURKE, who has been described by so competent a critic as the late Lord BRYCE as "the most profound thinker among British statesmen." Trinity College has done well in paying tribute to the memory of so great a man.

Pledging a Husband's Credit.

THE VARYING influence of manners and modes upon the legal definition of "necessaries" was shown in the recent case of *Dadford* v. *Geary* at Kidderminster County Court. The plaintiff claimed £7 6s. 6d. for goods supplied on one date to the wife of the defendant while he was away from home, during which period (two years) he sent her 30s. a week. Mr. Registrar COLLIS observed that the wife was not the husband's agent to incur such a debt, but the plaintiff's case was that the husband had since ratified the transaction. The Registrar stated that if one enters a shop with another person and says "I will be responsible," that is sufficient, but it is not enough, after the goods are supplied, to say "I will pay," unless this is in writing. It was contended for the plaintiff in the alternative that the goods were necessaries, which the 30s. a week would not cover, viz., tablecloths and sheets of which the husband had had the benefit, but the Registrar pointed out that these were luxuries, and that he himself dined nightly without a tablecloth. The solicitor for the plaintiff observed that the defendant had not a nice polished table, but the Registrar held that it was necessary to consider the defendant's station in life, and as he was paying his wife 30s. a week so that she should not incur debts, she was not justified in pledging his credit for £7 6s. 6d. in one day. It was extravagant on the plaintiff's part, in the absence of inquiries, to allow her to incur such a debt, and the defendant was therefore not liable.

Street Offences.

We hope, later on, to make a detailed criticism of the report of Sir William Joynson-Hicks' Committee, which has just been issued. Meanwhile, we may draw attention to the pith of the report, which takes the form of recommending the repeal of all specific legislation against common prostitutes, and the substitution of two provisions which will be found set forth in para. 52. The first forbids anyone, male or female, to importune persons of the opposite sex for immoral purposes in public places, the word "importune" being defined as referring to acts of molestation by offensive words or behaviour. For proof of this proposed offence evidence that anyone was annoyed by the importunity will not be necessary. The second proposed veto is on frequenting any street or public place for the purpose of prostitution or solicitation, so as to commit a nuisance, and for proof of this there is a proviso that the evidence of some person aggrieved will be necessary. It may be regarded as a startling proposition that, in the letter of the law, at least, man and woman should at last stand as equals before the throne of justice in such matters. Humane people would certainly not be sorry if the law of England would dispense with the expression "common prostitute," which may seem to them something like kicking a woman when she is down. Whether, however, the equality in the letter of the law could be reflected in its administration is a very debatable matter. The observation may, perhaps, here be made that the policeman who first charges a man with frequenting under the second of the above sections will be a bold officer, and so will the sergeant who takes the charge.

A Novelty in Libel.

An interesting question is raised by the following observations of Lord Hewart, C.J., in the case of *Hobbs* v. *Tinling and Co. Ltd.*, reported in *The Times*, 7th December. "No doubt," said Lord Hewart, "where written, as distinct from spoken, words were defamatory, the law presumed some damage, but could not that presumption be rebutted? Might a plaintiff not obviously be so worthless a person that it was impossible for him to suffer damage from any libel?" It is submitted that the answer to both these questions is in the affirmative subject to this qualification, that the words "any libel" are read "any libel imputing conduct of a similar kind as that imputed in the libel." For example, if the libel imputes that the plaintiff embezzled £1,000, the trait of character attacked being honesty, it is submitted that the fact that the plaintiff had an obviously worthless reputation for morality would not disentitle him to damages. But if the defendant, though unable to justify the act of embezzlement imputed or establish any other recognised defence, is able as the result of legitimate cross-examination to credit, to satisfy the jury that the plaintiff has no reputation for honesty at all, the damage which the law presumes from the imputation of embezzlement will be rebutted; the plaintiff will have failed to establish any cause of action, and can, therefore, be entitled to no damages whatsoever. The existence of a good reputation in respect of the particular trait of character attacked by the libel may be rightly termed an essential ingredient of the cause of action. But unless the defendant can satisfy the jury by admissions extracted in cross-examination that the plaintiff has no reputation at all so far as the particular trait attacked by the libel is concerned, or can establish some recognised defence, the plaintiff is entitled to damages. The jury cannot be allowed to say that he has not suffered the damage which the law presumes that he did suffer; and if they find "No damages," they should be sent back to assess them: see *Kaft* v. *Star Publishing Co. Ltd.*, 1925, 3 W.W.R. (Canada) 177, where a judgment entered for the defendant, (who failed in a defence under Lord Campbell's Libel Act) in accordance with such a finding was set aside and a new trial ordered.

The questions asked by Lord Hewart are of more than academical interest, especially in cases where the defendant admits liability and pays money into court in satisfaction of the plaintiff's claim, for if the jury clearly indicate by their verdict that the plaintiff has no reputation at all, so far as the particular trait attacked by the libel is concerned, the defendant is, it is submitted, entitled to judgment with costs, and not merely to judgment with costs incurred since the time when the payment into court was made, a matter, it may be, of importance where the costs incurred prior to the time when the money was paid in are substantial.

Lord Hewart's observations may, indeed, suggest to an ingenious pleader a somewhat novel defence to an action for libel: "The defendant will contend at the trial that the plaintiff has no reputation in respect of the particular trait in his character attacked in the alleged libel, and is therefore not entitled in law to maintain the action."

Puck in the Park.

In the House of Commons a few days ago the Home Secretary was asked whether the police had turned back an "Imp" who attempted to drive a motor car through Hyde Park, because the car displayed a small card bearing the words "Join the Imps." The "police knew nothing of any such occurrence." But this, we suspect, to be mere modest forgetfulness. The incident somehow rings true. It was manifestly the duty of the police to act as reported. An imp might be accompanied by "smoke or visible vapour," contrary to the regulations. He might put some magic juice upon the official eyes, and thereafter fit an ass-head above the numbered collar, to the scandal of the force. A proper imp, too, can be "Sometime a horse, sometime a hound," and one who knew such creatures well announced them as rushing "through bush, through brake, through brier." No lone horse (and "horse," says the regulations, includes ass and mule) must run about Hyde Park. He must be led "appropriately rugged or saddled or bridled." Neither is walking on the shrubberies or lawns permitted. Even greater dangers were possible. The imp might have started to "put a girdle round about the earth in forty minutes," which is considerably over the recognised speed limit. He might have masqueraded as "a headless bear," and parades of animals are forbidden, to say nothing of the disturbance to grazing sheep and to waterfowl. There may, of course, be a simpler explanation. The regulations posted at the gates have not been censored, and dreadful expressions, such as "bathing drawers," occur in them. The police very properly would not let one of these little ones into a zone so dangerous to his infant mind and morals. But we are sure they did their duty gently to the sprite with no stern "Avaunt," but rather a fairy-like "Farewell, thou lob of spirits."

Wartime Powers of Police Questioning.

So remote has the war become in the short space of ten years that there is considerable lack of exact knowledge on the powers of interrogation conferred by the Defence of the Realm Regulations upon the police. The relevant regulation is No. 53, which came into existence on the 28th November, 1914. The regulation was in two parts. The first made it "the duty of any person, if so required . . . by a police constable to stop and answer to the best of his ability and knowledge any questions which may be reasonably addressed to him." This part of the regulation was in force from the 28th November, 1914, to the 25th November, 1918. The second part of the regulation remained in force longer. Under it, as extended late in 1917, any person authorised by the Admiralty, Army Council, Air Council or Director-General of National Service could "by order require any person or persons of any class or description to furnish him, either verbally or in writing, with such information as may be specified in the order, and the order may require any person to

attend at such time and such place as may be specified in the order for the purpose of furnishing information." There was nothing to prevent the Departments named authorising police officers, among others, to act under this part of the regulation, and it is to be supposed that some, at least, were so authorised. Failure or refusal to answer under the first part, or failure to comply with an order under the second part of the regulation, was punishable with penal servitude for life, unless the offender proved that he acted without any intention of assisting the enemy, when the punishment was limited to six months' imprisonment and/or a fine of £100. If the court found the offence was committed with intent to assist the enemy the punishment might be death.

When is Discussing a Verdict Libellous?

THE CASE of *Smith* v. *National Magazine Company, Ltd., and Another, The Times*, 30th November, 1928, is one of considerable interest, as it raises again the question how far it is safe to comment upon a verdict of acquittal. The jury decided that the words objected to would bear the innuendo alleged by the plaintiff that, although acquitted, he was in fact a murderer, liable in an ancient state of society to the personal revenge of the dead man's relatives. But there are cases which might have been cited as authority for the proposition that merely to suggest that an acquitted person was in fact guilty is not libellous, unless the discussion is animated by evident bias and presents only one side of the case. We have in mind the case of *R.* v. *Palmer*, 1856, 5 E. & B., at p. 1029, and the *Pook Case* mentioned at p. 551, *ante*. Whether Miss NORMANTON, in the article held to be libellous, stepped outside the due limits is a matter of opinion. By speaking of the "murdered man" she certainly treated him as "murdered," but did not speak of the plaintiff as the murderer; she indicated him as "the man who had been tried." She referred to the wife as relieved at the acquittal, a statement which implicated no one. It is very unfortunate that a sum of £500 may have to be paid for the use of an illustration taken from contemporary events, in words, written without malice, which require close scrutiny to make them bear a libellous import.

Dissolution of Marriage—a Double Ceremony.

IT WOULD appear from Mr. Justice BATESON'S decision in *FitzGeorge* v. *FitzGeorge*, that where parties go through a double ceremony of marriage, each of which might be sufficient in itself to constitute the parties thereto married according to the law of this country, then on subsequent proceedings for divorce all that is necessary is to prove the first ceremony alone and to ask the court to dissolve the marriage affected by that ceremony, in which event the parties will be regarded as divorced persons notwithstanding that the court does not purport to deal expressly with the subsequent marriage. This at any rate is what actually happened in *FitzGeorge* v. *FitzGeorge*, the parties in that case having been first duly married in Scotland by declaration, and having subsequently gone through a ceremony of marriage in a London registry office. The first marriage was duly proved, and was dissolved, the court being of opinion that this was all that was necessary, since the first marriage was valid and the subsequent marriage amounted merely to a surplus ceremony which did not affect the married status already acquired by the parties. As the basis of this decision appears to be the fact that the second marriage ceremony merely amounted to a surplus and entirely unnecessary ceremony, the inference is to be drawn that when the first ceremony is void it will become essential to rely on the subsequent ceremony, and to ask the court to dissolve the marriage created thereby. No authority was apparently cited to the court in *FitzGeorge's Case*, nor in fact does there appear to be any authority, for which reason we think this decision is important.

Recovery of Tithe-Rent Charge.

IN OUR County Court Letter on this subject (72 SOL. J., p. 7) reference was made to a case in which the legally recoverable sum of Fourpence had been expended by the collectors in postage alone, and the hope expressed that that was not a typical example of the method of collection. Extravagance did not cease there, however, as proceedings were instituted in the county court for sevenpence, being three and a half years' arrears, upon which a shilling plaint fee was paid. There being no record of any payment or even demand before 1925, the respondent filed notice of opposition on the ground that the claim was barred under the Real Property Limitation Act, 1833, s. 29, and that threepence, being the arrears in excess of two years, were barred under the Tithe Act, 1891, s. 10 (2). Notice of discontinuance was subsequently given, and the convener to the Tithe Area Committee then urged the respondent to avail himself of the Queen Anne's Bounty scheme of merger, and to commute his liability for 3s. 8d. It was explained that down to three and a half years ago the rent-charge had been paid by a person other than the owner, and that the latter was therefore now liable under *Adnam* v. *Earl Sandwich*, 2 Q.B.D. 485. It should be noted, however, that that case related to a fee farm rent and not tithe rent-charge, and after selling the property the vendor and his successors in title had nevertheless continued the annual payment of £80 odd for sixty years. On the cessation of these payments the owner of the rent levied a distress on the purchaser's successors in title, who pleaded that the claim was statute-barred. The Divisional Court held, however, that the payment for sixty years of a considerable sum exceeding £80 was evidence of some agreement whereby the rent was to be maintained upon a legal foundation, and there was therefore no presumption that the payments were gratuitous or a mistake. The decision is evidently no authority for spending a shilling plaint fee in support of a doubtful claim for fourpence, and such cases appear to come within the Tithe Act, 1925, s. 10 (5), viz., Queen Anne's Bounty shall not be bound to take any proceedings for the recovery of any payments if in their discretion they consider it undesirable to do so.

Fixtures in Execution.

A STORY from Italy indicates that the English bailiff is not the only one who suffers trouble and encounters problems. It appears that a wealthy Roman merchant, having incurred severe losses, was unable to meet his creditors. He owned valuable furniture, which he feared might be seized. In fact the bailiffs entered for that purpose to find that the chairs, tables, and even the pictures, had been cemented to the floors and walls. To detach them would have injured the freehold, which they were not entitled to do, so the problem is being referred to the courts. Perhaps it may be of interest to indicate our own method of approaching it. The general rule is that the sheriff can seize for removal as chattels, in a leasehold house, such fixtures as the tenant himself is at liberty to remove, but those only: see *Poole's Case*, 1703, 1 Salk. 368 (the note to which indicates the change in the law of fixtures adverse to the landlord and in favour of the tenant), and *Farrant* v. *Thomson*, 1882, 2 D. & Ry. 1. If the debtor himself is the freeholder, the sheriff under a *fi. fa.* cannot seize fixtures which as realty would go to the heir: *Winn* v. *Ingilby*, 1822, 5 B. & A. 625. The sheriff can, however, sell a debtor's term of years, and the latter's interest in the fixtures will pass on such sale. In the case of the debtor's own freehold, the creditor would presumably sue out a writ of *elegit*, and so possess the fixtures. The debtor therefore would gain no advantage by such a trick, whether his premises were freehold or leasehold, even if, in the latter case, the court did not find that the purported dedication to the landlord of chattels by affixing them to the freehold was merely fraudulent and void of legal effect.

Pension and Superannuation Funds for Employees.

Notes on their Legal position.

By H. SAMUELS, M.A., Barrister-at-Law.

To those who are anxious to bring about that improvement of relations between employers and employed about which others are content to talk, no development is more gratifying than the remarkable growth in the number of pension funds which have of late years been established in British industries, great and small. The 10s. a week pension instituted by the State twenty years ago, even though in the case of the insured population the qualifying age has since been reduced from seventy to sixty-five, could not pretend to be a solvent of the anxieties felt by many workers concerning their old age; it rather served to call further attention to the problem and to make people realise its existence. More and more employers have in consequence applied themselves to the consideration of the means whereby they could help their workers to make adequate provision for their years of retirement. While in some other countries employers confine their attention to covering the risk of the death of their employees while in their service, it is characteristic of British firms that they should look somewhat further ahead and concentrate rather on schemes for providing for workers who live to old age after a working lifetime spent in their service.

Very many large firms prefer to be their own insurance company in this matter. They make their own fund and provided it is formed on sound insurance principles, with a proper balance of risks and a true co-relation of benefits to assets, they see the advantages of securing for the fund itself all contingent profits from favourable experience as well as certain advantage in relationships to be secured from the co-operation of their workers. On the other hand, there are a number who would prefer even at some increased cost to free themselves from the large percentage of risk of insolvency as well as from the trouble of administering their own fund, and therefore prefer to run their scheme through the medium of insurance companies. The rule that there is "safety in numbers" holds here, and where the employees to be provided for are few, say under seventy, the contracting-out method is the only practicable course.

From what has been said it is clear that the first essential for a firm contemplating a superannuation scheme is to obtain sound advice from the insurance and actuarial aspect. Second—in time only, not in importance—comes the need of competent legal advice. The practitioner will have to acquaint himself with the law relating to trust funds, and to study with some care s. 32 of the Finance Act, 1921, and the Inland Revenue regulations made under that section, as well as the Superannuation and Other Trust Funds (Validation) Act, 1927, while the drawing-up of the instrument which is to embody the scheme will call forth all his capacity for painstaking draftsmanship. For the legal position of a superannuation fund depends on the instrument in which it is expressed. In some cases it is a contract; in others it amounts to nothing more than a mere voluntary promise coupled with a denial of the existence of any consideration. Between these points there are a variety of gradations. It is surprising how much loose thinking exists on this subject. How often will one hear an employee, say a civil servant, refer to the pension he is expecting as being just "deferred pay." If it were, it would have to be paid unconditionally, and not only on retirement of the employee at retirement age, but also at any other time that the employee cared to stipulate that it should be paid. For, otherwise, what would have been the purpose of all the nineteenth century truck legislation? I have yet to meet the scheme where the pension is an entirely unconditional payment in consideration of service performed pure and simple to the extent that salary is. Indeed, in some schemes, especially those of the non-contributory type, the grant of a pension is simply hedged round with conditions, sometimes so many that no employee could reasonably reckon on obtaining it. Yet there are instances which prove that even those firms introducing non-contributory schemes can by taking proper legal advice give their employees a promise on which they can rely instead of what amounts to a mere statement of their intention to consider individual applications from time to time, hardly worth the paper on which it is written, printed, and circulated.

The Finance Act, 1921, put on a statutory footing the practice that had been followed by the Inland Revenue Department of granting exemption from tax to contributions made by firms and workers to superannuation funds, and laid down certain conditions by which the Inland Revenue approval was to be regulated in the future, as well as what such approval was to mean. Not only were the contributions to approved funds to be tax free, but the investment income as well. It thus put approved pension funds in an even more favourable position than friendly societies, no restriction being placed on the amount of pension that could be assured. (It will be recalled that friendly societies are limited to the grant of a maximum annuity of £52).

The conditions of Somerset House approval are four in number, and the one that deserves perhaps most careful attention is that which says that the sole purpose of the fund is to be the provision of "annuities for persons employed in the trade or undertaking either on retirement at a specified age or on becoming incapacitated at some earlier age." This condition is a constant source of errors and divergences of opinion. It has to be borne in mind that the section gives a very wide power to the Commissioners to make regulations for carrying it into effect, and the sphere of judicial interpretation of the terms used is in consequence very much attenuated.

If there were in practice only that kind of scheme which provided for the accumulated funds to be expended in pensions and nothing but pensions, all would be plain sailing. But so far is this from being the case that in fact a scheme like this is practically non-existent, and certain subsidiary benefits, like a return of contributions to an employee leaving the firm's service before retirement age, are normal incidents of pension schemes. Once a hole of this magnitude has been made in the "sole purpose" condition, the condition seems less formidable, and one is apt to lose sight of it altogether just at those points where it operates adversely. For instance, it excludes such incidents as annuities for dependants, or the granting of lump sum benefits on retirement. Thus a fund cannot transfer the pension to the widow of a deceased member for her life, although with regard to widows' funds in particular there are indications that the position may be modified in the not too distant future. And many schemes put up after consideration by the staff side of a firm contain all sorts of proposals for lump sum payments in various other contingencies, and examination of them will show they are unacceptable if the condition of approval under consideration is to be satisfied.

There is one point, however, arising out of the Inland Revenue regulations which is of particular interest from a legal standpoint, because it raises the question whether the Commissioners have exceeded their powers. The Act empowers the Commissioners to provide by regulation for the charging of tax in respect of repaid contributions, and purporting to be acting in pursuance of this they have ruled that tax on repaid contributions should be paid by the trustees of a fund at one-third the standard rate in force for the year of repayment. The reason given for this is, that it is impracticable to go over back periods in each individual case of repayment. But the compromise has had this result: Trustees of funds being naturally anxious that such a charge should not fall on the fund have passed it on to the contributor, irrespective of whether the latter was in fact a taxpayer or

exempt, and as far as one can judge the Department has not discouraged the practice. Unfortunately it is just in the case of funds for the lower paid employees that the difficulty arises, and those responsible for such funds are waking up to the fact that either their funds have to pay more than they should in order that funds for the more highly paid may be enabled to pay less than they should, or tax-exempted persons have to be asked to pay a sum which cannot be truly described otherwise than as tax. Where funds have a membership of both the lower and the higher paid, it is, of course, simple for trustees to devise a method whereby, as between the funds and the members, the incidence of tax may be adjusted. But the question remains whether any powers, however wide, can entitle the Commissioners to pass a regulation so inconsistent with the basic principles of taxation.

The Superannuation and Other Trust Funds (Validation) Act, 1907, was passed to exempt certain kinds of funds, including pension funds from the operation of the rule against perpetuities. It was the result of a judgment pronounced in 1924 by Mr. Justice RUSSELL in the case of *Lucas* v. *Telegraph Construction & Maintenance Co.* To obtain such exemption certain conditions must be fulfilled and the rules must embody certain provisions, and in addition a fee of £5 is chargeable. So that solicitors should consider in each case whether the fund they have to deal with is one to which the rule against perpetuities in fact applies. It may, for instance, be a legal "charity," and therefore stand outside the rule, or it may contain sufficient of the contractual element to hold a similar position. (This second point was not argued in the case cited above, which, it should be noted, concerned a non-contributory fund). Some criticism might be directed towards the definitions of schemes included within the Act, e.g., "Insurance Funds" are defined as "funds of which the main purpose is the assurance of capital sums on the death" of the employed persons. This would seem to exclude from the scope of the Act, somewhat unreasonably, funds which provide an endowment as well as a life assurance. (I have elsewhere given a draft of a simple set of rules designed to meet the requirements of funds which seek registration under this enactment).

Another point which calls for comment is that concerning membership of a fund. Very often a solicitor is instructed to insert a rule that membership should be compulsory on certain classes of employees, and I have seen many constitutions of funds, drawn without skill and in an obviously amateurish style, which have a rule of this kind. Such a provision is, of course, entirely superfluous, and practitioners acting for industrial firms would be well advised, in view of the provisions of the Shop Clubs Act, 1902, to disregard an instruction to this effect. That enactment, it will be recalled, makes it illegal for membership of an unregistered fund to be made a condition of employment. It is true that there has been so little in the nature of judicial interpretation of the Act that one will find a difficulty in saying what cases it really was intended to cover, but one has always to bear in mind the possibility of judicial (or administrative) interpretation in the future. But, as I have said, the question stands entirely outside the membership rule of the pension fund. That rule has to define what classes of persons are eligible to join the scheme; it is not concerned with the steps which may be taken to induce those who are eligible for membership to become members in fact. The compulsory clause has its proper place in the works rules, or whatever other form the contract of employment might take, and the solicitor should so treat it if asked to give his opinion on its legality.

One of the first questions asked by the prospective member of a prospective pension fund, is "What happens to my pension if the firm goes bankrupt?" The reply is generally ready: "That's all right: it is quite safe; it is in the hands of the trustees." That is all very well if the firm has not in any contingency any right to any part of the funds. But where the firm has such a right, e.g., in such contingencies as withdrawal from the firm, one has to bear in mind the rule as stated in *Re Jay*, 14 C.D. 1925, "A simple stipulation that upon a man's becoming bankrupt that which was his property up to the date of the bankruptcy should go over to someone else and be taken away from the creditors is void as being a violation of the policy of the bankrupt law."

Each of these cases will call for examination of the kind of contingencies in which an interest passes back to the firm, and the question will have to be decided: Is the firm's interest a possibility coupled with an interest or a mere chance of benefit? (*Whitmore* v. *Mason*, 31 L.J., Ch. 433; *Gibbins* v. *Eydon*, 7 Ch. 371; *Borland's Case*, 1901, 1 Ch. 279). The point is of special interest in its general aspect, but space does ont permit more than this brief reference.

Landlord and Tenant Act, 1927.

By S. P. J. MERLIN, Barrister-at-Law.

VIII.

The Provisions of the Act relating to Reversionary Leases.

FOR many years past, prior to the passing of this Act, representatives of multiple shop companies and chain store concerns were very active all over the country in securing "reversionary leases" of desirable business premises—these usually being the "plums" of such premises in each town or district—long before the leases of the sitting tenants were terminated, and frequently without the unfortunate occupier knowing anything about what was going on behind his back until it was an accomplished fact. The feeling of hardship and resentment engendered by this sort of procedure, was one of the main causes of the Act. One of the most valuable effects of the Act is that, in future, it will be more difficult for improper instances of this type of transaction to be entered upon with any certainty of success, inasmuch as such agreements may be wholly voided by the old tenant either securing a new lease, or alternatively such a substantial sum by way of monetary compensation, for loss of goodwill, as will cause the landlord and the new tenant to leave the old tenant in peace where they realise him to be within the true intent and spirit of the Act.

There are two classes of "reversionary leases" dealt with in the Act (see s. 5, sub-s. (11) and s. 15). With regard to the first class, which is mentioned above, the whole of the provisions affecting these is contained in s. 15 of the Act. The first sub-section of s. 15, pruned of certain words immaterial here, provides that where the amount which a landlord is liable to pay as compensation for an improvement under this Act has been determined by agreement or by an award of the tribunal and the landlord had before the passing of this Act granted or agreed to grant a reversionary lease commencing on or after the termination of the then existing tenancy, the rent payable under the reversionary lease shall, if the tribunal so directs, be increased by such amount as, failing agreement, may be determined by the tribunal having regard to the addition to the letting value of the holding attributable to the improvement: Provided that no such increase shall be permissible unless the landlord has served or caused to be served on the reversionary lessee copies of all agreements relating to the improvement when proposed which were sent to the landlord in pursuance of this Act.

This statute received the Royal Assent on the 22nd of December, 1927, and bearing in mind this date and the provisions of the Act it is conceived that this sub-section relating to reversionary leases will not come into operation very often, and in any event it cannot involve payment of compensation or increases of rental until 1931 or thereabouts for the following reasons: Firstly, the Act is not retrospective in regard to compensation or improvements. By s. 2 of the

Act a tenant shall not be entitled to compensation: (1) in respect of any improvement made before the Act came into operation, namely, on the 25th of March, 1928; or (2) in respect of any improvement made less than three years before the termination of the tenancy. And, furthermore, under s. 3 it is necessary for a tenant to take formal steps to obtain a certificate from the tribunal before he is entitled to execute an improvement for which he can claim compensation at the end of his lease. In those instances, however, where reversionary leases have been granted three or more years before the Act came into operation, and the tenant, in the interval between the granting of the reversionary lease and the termination of the old lease has made such improvements in the premises as the landlord must pay compensation for at the end of the tenant's lease, the landlord can recoup himself by proceeding under this section against the reversionary lessee. It is important to note that the time prescribed for service of copies of documents on the reversionary lessee relating to the improvement is when the improvement is *proposed*, and not at some later date.

By sub-s. (2) of s. 15 the reversionary lessee shall have the same right of objection to the proposed improvement, and of appearing and being heard at any proceedings before the tribunal relative to the proposed improvement, as if he were a superior landlord and if the amount of compensation for the improvement is determined by the tribunal, any question as to the increase of rent under the reversionary lease shall, where practicable, be settled in the course of the same proceedings. With regard to the right of a reversionary lessee or a superior landlord to appear and be heard at any proceedings before the court or a tribunal, reference may be made to s. 3, sub-ss. (1), (2) and (3), s. 5, sub-s. (9), and the whole of s. 8.

By s. 15, sub-s. (3), it is provided that where a landlord who would have been liable to pay compensation for goodwill under the Act had before the 31st March, 1927, granted or agreed to grant a reversionary lease commencing on or after the termination of the then existing tenancy, the landlord shall not be liable to pay compensation to the tenant for goodwill. It is manifest that where a landlord has granted or agreed to grant a reversionary lease before the 31st March, 1927 (the date when the details of the Bill were published) the outgoing tenant of the premises affected will, in such case, wholly lose any right to compensation for the loss of his goodwill, to which he otherwise would have been entitled. This will be the effect of this section, even although the grantee of the reversionary lease, the new tenant, is a trade rival of the old tenant, and is admittedly paying an increased rental because of the goodwill created at the premises by the old tenant.

The undoubted hardship which may occur in a certain number of transitional cases, under this section, was appreciated by the Legislature, but it was considered more advisable not to interfere with contracts already made, in good faith, on the basis of the old law, and before the details of the Act were known, than to attempt to legislate for the difficulty.

The other class of reversionary lease mentioned in the Act is to be found in s. 5, sub-s. (11), which says that where the term which, in the opinion of the tribunal, should be granted by a new lease, would extend beyond the termination of the lease held by the immediate landlord, the power of the tribunal under this section to order the grant of a new lease shall include power to order the grant of such lease and reversionary leases that the combined effect thereof will be equivalent to the grant of a new lease for such terms as aforesaid.

Provided that every such lease and reversionary lease shall be so framed as to confer on the landlord granting the lease the same rights of distress as he would have enjoyed had he retained a reversion expectant on the termination thereof.

A reversionary lease granted in pursuance of such an order shall be deemed to be a lease authorised by s. 99 of the Law of Property Act, 1925.

Power of Tribunal to order grant of reversionary leases.

These provisions safeguard the interests of the tenant by enabling the tribunal to grant him such a lease as it considers he is entitled to under this Act, wholly regardless of the fact that the lease of his immediate landlord may only have a few more days to run.

Under these provisions a superior landlord is, on being duly served, drawn into the proceedings before the tribunal, and has to submit to the provisions of the Act, and to an order being made to grant to his tenant's tenant such lease or "reversionary lease" as the tribunal may adjudge to be proper, and on such terms as to rent and otherwise as it may consider fair and reasonable.

Law of Property Act, 1925, *s.* 99.

The third paragraph of this sub-section was inserted to meet a point which arises under the Law of Property Act, 1925. It is declared by s. 99 of that Act that a lease granted by a mortgagor is not binding on a mortgagee unless it is made to take effect in possession not less than twelve months after its date. If, therefore, a landlord who under this sub-section is ordered by the tribunal to grant a reversionary lease has mortgaged his interest, and the reversionary lease will not take effect until more than a year after its date, it would not otherwise be binding on the mortgagee.

The Soviet Loot and Restitution.

THE action by the PRINCESS PALEY, the widow of a grand duke and a Russian refugee, against various persons within the jurisdiction for the delivery up to her of certain chattels which she claimed as her own, has failed, and it was fairly obvious that her counsel had a difficult case to establish. The chattels, or at least the greater part of them, were admittedly her property before the Russian revolution, MACKINNON, J., dismissing at once the plea, faintly urged, that they were the joint property of her husband and herself. The case for the defendants was that they had been validly confiscated by the Soviet Government by laws of 1921 and 1922, and then sold to them this year or last by order of that Government. The proposition that a friendly government has sovereign power within its jurisdiction, even to confiscating the goods of a subject, was established, if authority were needed, by the case of *Aksionairnoye, etc.*, v. *Sagor*, 1921, 3 K.B. 532, in the Court of Appeal. At the date of the hearing of that action it was proved, by letters put in from the Foreign Office, that the Soviet Government was then recognised as a government *de facto*. Since that date the situation has twice changed, namely, by the recognition of the Soviet Government as one *de jure* under the late Labour Government, and the suspension of relations under the present Government. It appears to have been assumed in the *Paley Case, Princess Olga Paley* v. *Weisz and Others* (72 SOL. J., p. 848), for it was not argued, that the suspension of diplomatic relations neither had any retrospective effect on the previous recognition, nor even on recognition of the acts of the Soviet Government after the suspension, for the sale to the defendants in fact did take place afterwards. In these assumptions MACKINNON, J., upholds the opinion of the Crown's advisers, as given in the answer to a question in the House of Commons last year. There is, nevertheless, singularly little direct authority on either point. According to "Oppenheim" (see 4th ed., 1928, vol. I, p. 158): "It is believed in international law the tendency is to regard *de facto* recognition as revocable and *de jure* recognition once given as definite and irrevocable." No authorities, however, are quoted except the opinions of writers on the further proposition, manifestly a sound one, that transactions between the two Governments stand. The contention might, perhaps, be put forward

with considerable promise of success that, as in private law, so in international law, fraud and false pretences vitiate any advantage gained by their use. If this is once granted, neither recognition *de facto* or *de jure* could stand, for both were obtained upon the pledge made in 1921 and repeated in 1924, that the Soviet would refrain from hostile action and official and non-official hostile propaganda, a pledge flagrantly broken again and again, as appears from the Blue Book, Cd. 2895 of 1927. Assuming, however, that the recognition stands, and cannot be retrospectively invalidated, even by war, the question may be raised whether those who handle or possess the loot can "get away with it" for all time. In a letter to *The Times* last month, Mr. ALFRED FELLOWS has suggested that, if the Soviet is overthrown and a government more in accordance with European civilization takes its place, s. 24 (1) of the Sale of Goods Act, 1893, may re-vest the property in the original owners. Anything written or spoken to make those who knowingly handle stolen property uncomfortable may, perhaps, be commended, but the criticism may be made that, even allowing for a judge's natural wish to frustrate theft, this interpretation of the sub-section strains it to somewhere near its breaking-point. The further observation may, however, be made that, if the sub-section does not achieve the result Mr. FELLOWS claims for it, it ought to do so, and the matter is worth the attention of the Legislature. His difficulty over the words "prosecuted to conviction" as extending to foreign process is obvious, but it is noticeable that s. 24 (1) *supra*, is more elastic in this respect than was s. 100 of the Larceny Act, 1861 (repealed and re-enacted in the Larceny Act, 1916, s. 45 (1), for it does not require a restitution order, which can only be made by the court of conviction: see *R.* v. *Lord Mayor & Corporation of London*, 1869, L.R., 4 Q.B. 371. Clearly, therefore, the sections in the Larceny Acts extend only to property stolen within the jurisdiction of the court of conviction, but s. 24 (1) of the Act of 1893 is in very general terms, and a court ought not to find any special difficulty in the application of the words "prosecuted to conviction" to a trial for theft in a foreign criminal court. "The offender" who is prosecuted to conviction, of course, includes "offenders" under the Interpretation Act, s. 1 (1) (*b*), and, so far as s. 35 of the Larceny Act, 1916, can be called in aid, everyone who knowingly and wilfully aids, abets, counsels, procures, or commands the commission of an offence, which might certainly be useful as including any future conviction of Soviet rulers for the responsibility of robberies carried out by their servants or agents. The re-vesting under s. 24 (1) would divest the owner for the time being, who, as Mr. FELLOWS suggests, would seem to have a right of action against his vendor, if he bought the property in England, under s. 12 (2) of the Sale of Goods Act, 1893, which gives an implied warranty that the buyer of goods shall have and enjoy quiet possession. Mr. FELLOWS, however, goes a step further in stating that the vendor in his turn may sue his vendor on the covenant, thus construing the word "buyer" in s. 12 (2) as "buyer, his executors, administrators, and assigns." Here again, if he is wrong, he ought to be right, though possibly the covenant set out in Pt. I of the 2nd Sched. to the Law of Property Act, 1925, which expressly includes persons deriving title in the case of real property, might be cited against him, as showing that without such express inclusion, it cannot be implied. Section 24 (1) does not give relief in the case of a thief escaping from custody, or dying before trial, or, as in the case of the present rulers of Russia, being in a position to escape trial, and it might be improved if applicable upon the finding, in an issue between the possessor of the goods and the original owner, of the fact of theft from the latter. The former would, of course, have his remedy against his vendor, and, if one of two innocent parties must suffer in such a case, the equity appears to be against that one who has trusted a thief or his receiver. In s. 24 (1) the fact of theft is the really important matter; the best proof of that is the conviction of the thief, but, if that proof is impossible to obtain, other relevant evidence should be admissible.

Mr. FELLOWS' suggestion, based on the possible future overthrow of the Soviet Government, may perhaps be supplemented by another which would carry the matter considerably further. One of the first acts of a government which overthrew the Soviet would surely be to restore the property in at least the stolen chattels to their original owners, and to make that law retrospective. That our own Government can make a law, even a penal one, retrospective, is well established, and the right of a new Russian Government (which, of course, our own would recognise at the earliest opportunity) to do so would be unquestionably conceded. In such circumstances all dealings by the Soviet with the loot would be invalidated. Retrospective laws may cause hardship, but those at least who knowingly buy Soviet loot need hardly expect protection from this risk.

In the course of the *Paley Case* MACKINNON, J., threw out a doubt as to whether the Soviet had power to sell confiscated goods under its own law, which appeared to provide that they should be kept in the confiscated homes of their owners, the whole forming a public museum. This issue, however, may be regarded as unimportant, for the Soviet Government could give validity to its own sales at any moment.

Housing: Some Legal Difficulties.

BY RANDOLPH A. GLEN, M.A., LL.B.

II.

(*Continued from p.* 738.)

As pointed out in my first article on this subject (*ante*, p. 737), there are three courses which an owner can take when he receives a notice from the local authority requiring him to put a house of his into habitable condition. Thus, (*a*) he may appeal to the Minister of Health, (*b*) he may serve a "counter-notice," or (*c*) he may do nothing and let the local authority carry out the work. (*a*) and (*b*) were dealt with and I will now deal with (*c*).

The recent case, *Nixon Watts* v. *Battersea Borough Council* (72 SOL. J., p. 847), has created a considerable stir among solicitors. In 1921 W purchased three houses for £100. He died in 1922 leaving a widow, one son, and two wills. N acted as solicitor for the widow in connexion with litigation as to the wills, and his costs came to £65 12s. With the consent of the widow, he instructed the rent collector to pay the outgoings and hand over the balance to him. By the 7th October, 1924, he had been paid in this way £60 11s. 6d., leaving £5 0s. 6d. On the 4th February, 1925, while this sum was still owing, the local authority served notices upon N requiring him to make the houses habitable. He did nothing. The local authority carried out the work and sent him in a bill for £712 4s. 1d. The magistrate decided that he was liable to pay that sum, and interest at 5 per cent. from the 30th December, 1925, as the statutory "owner" of the houses, because he had received the rack rent "on his own account or as agent or trustee" (within s. 4 of the Public Health Act, 1875, as applied by s. 28 (5) of the Act of 1919 (c. 35); and s. 141 of the Public Health (London) Act, 1891, as applied by s. 3 (10) of the Act of 1925). This decision was upheld by the Divisional Court, and the case is on its way to the Court of Appeal. In the meantime solicitors who are receiving rents in this way had better make other arrangements for collecting their costs.

In that case no question was raised as to the right of justices to deal with the question whether the person sought to be charged is or is not the "owner" of the premises. In the following four cases it was held that they could deal with certain other matters, but the decisions (where in favour of

the owner) must be applied with caution having regard to the following enactments :—

Section 3 (6) of the Act of 1925 gives an owner a right of appeal to the Minister of Health "against (*a*) any notice requiring him to execute works under this section ; or (*b*) any demand for the recovery of expenses from him under this section ; or (*c*) an order made by the local authority under this section with respect to those expenses." A proviso to this sub-section prevents an appeal to the Minister against such a demand or order "if and so far as the appeal raises any question which might have been raised on an appeal against the notice itself." Sub-section (7) of the same section provides that "any such notice demand or order shall be binding and conclusive as to any matters which could have been raised on such appeal to the Minister."

Whatever the effect of these provisions on the jurisdiction of the justices may be, the following cases will be of assistance to those who have to support or oppose appeals to the Minister on the same grounds as those dealt with in the cases, and to the Minister himself when giving his decision.

Thus, in *Arlidge's Case* (noted on another point, *ante*, p. 737), it was contended that the notice was bad because it (*a*) contained a clause requiring the owner to give the local authority notice when he intended to commence the work, (*b*) did not contain a statement that the owner had a right of appeal against its requirements, (*c*) required him to do work not reasonably necessary to make the house fit for habitation, as the dirty condition of and defects in the ceilings and walls were only such as arose from user and tenant's wear and tear, and (*d*) was unreasonable in point of time. Other objections were (*e*) that the demand included works which had not been specified in the notice, and (*f*) that it was only competent for the local authority to do the work by their own workmen, and not to put him to the expense of paying a contractor's profit in addition to the cost of executing the work. The justices overruled objections (*a*), (*b*) and (*f*) and found, as to (*c*), that all the works required by the notice were necessary to make the house reasonably fit for human habitation ; as to (*d*), that twenty-eight days was in the circumstances a reasonable time to prescribe for the execution of the works ; and, as to (*e*), that 7s. 6d. must be deducted. The Divisional Court upheld the justices on all points. The houses in question were in fact let, but LUSH, J., considered that the primary object of s. 28 of the Act of 1909 (now s. 3 of the Act of 1925) was to deal with houses which were unlet and "allowed to get into a ruinous condition." BAILHACHE, J., disagreed.

As to objection (*d*) above, in *Ryall* v. *Cubitt Heath* (L.R. 1922, 1 K.B. 275 ; 66 SOL. J. 142) justices dismissed a summons for recovery of expenses incurred by a local authority in repairing twenty-three houses, on the ground that each notice specified twenty-one days as the time within which the work was to be done. They found that, having regard to the number of houses, to the state of the labour market, and to the fact that the time taken by the local authority to do the work had varied from one day to thirteen weeks, the time specified was unreasonable. Their decision was upheld by the Divisional Court. In *Ryall* v. *Hart* (L.R. 1923, 2 K.B. 464) it was held that this decision was not affected by the ruling, given subsequently (in *Rex* v. *Minister of Health, ex parte Rush*, L.R. 1922, 2 K.B. 28), that the owner has a right to appeal against the notice to the Minister of Health, and another twenty-one day notice was held to have been properly regarded as unreasonable. And, in *Adams* v. *Tuer* (1923, 87 J.P. 193 ; 22 L.G.R. 88) justices were held justified in reducing a claim for repairs from £342 to £250 10s., they having found (1) that some of the work charged for had not been done, (2) that timber and other materials charged for had not been used, (3) that the amount charged for labour was excessive, and (4) that part of the work done was unnecessary.

As to the recovery of expenses of rendering houses habitable, the Court of Appeal (in *Salford Corporation* v. *Hale*, L.R. 1925, 1 K.B. 503, under s. 28 (3) and (4) of the Act of 1909, now s. 3 (3) and (4) of the Act of 1925) held that, where a local authority have demanded payment of the full sum expended on the repairs, they can, even after the expiration of six months from the demand, make an order for payment by instalments and recover unpaid instalments, though it was doubted whether, after an order for payment by instalments, the full sum could be recovered ; but as to this, see *Wilson* v. *Bolton Corporation* (1871, L.R. 7 Q.B. 105).

Next week I propose to deal with "closing" orders.

A Conveyancer's Diary.

Liability of Assignee of a Lease to Repair Damage suffered before Assignment.

An interesting point, which completely disposed of the defence, was advanced by the plaintiff in a specific performance action in respect of a vendor and purchaser agreement, *Whiten* v. *Gale*, before Mr. Justice Clauson, on the 28th November last. The agreement was for the sale at the price of £300 (payable by instalments), of the goodwill of a general stores business carried on at leasehold premises, and also of the tenancy interest, stock-in-trade, tenant's fixtures and trade utensils in and upon the said premises. The vendor agreed that the business and effects were his property, and that he had full right to sell and assign the same. He thereby covenanted to indemnify the purchaser against all arrears of rent, rate charges and claims in respect of the same up to the date of possession. Completion was fixed for the 7th February, 1928, but, in accordance with the agreement, the purchaser went into possession on the 24th November, 1927, and thereafter paid two instalments of the purchase money.

After the agreement was signed, the lease under which the vendor held the premises was shown to the purchaser. This lease contained onerous repairing covenants. It was admitted by the vendor that the premises were in disrepair from which it followed that there had been a breach of these covenants by him.

The purchaser having refused to complete the agreement for the sale of the lease on the ground of the breach, the vendor brought an action for specific performance. In the pleadings the vendor alleged that the defendant, who had, admittedly, been in possession and had submitted a draft assignment of the lease to the vendor's solicitors, which had been approved, had accepted the plaintiff's title. Counsel for the plaintiff, on the authority of *Fowler* v. *Willis*, 1922, 2 Ch. 514, argued that the agreement was not to assign the lease, but only to assign the vendor's tenancy interest at the date of the agreement. Mr. Justice Clauson held that upon the true construction of the agreement this was so and made a decree for specific performance accordingly.

This decision should give thought to intending purchasers of businesses and premises on which the same are carried on, and should put them on their guard against entering into agreements which might be construed as comprising only the "tenancy interest" of the vendor at the date of the agreement.

Failure to do so may result in a purchaser of leasehold premises finding that he has purchased a lawsuit or is under an obligation to execute his vendor's repairs, without being able to obtain redress against the vendor.

Vesting of Partnership Property on 1st January, 1926.

As some doubt seems still to exist regarding the effect of the Law of Property Act, 1925, on the vesting of partnership property on the 1st of January, 1926, it may be convenient to summarise the law affecting these cases.

Where land, immediately before 1926, was vested in partners under an express trust for sale no question as to the vesting can exist, the land remains vested in the partners upon trust for sale.

Where, however, land was vested before 1926 in partners as joint tenants "as part of the partnership property," without any other trust expressed, a question as to the vesting on the 1st January, 1926, may arise.

It was held in *Re Bourne*, 1906, 2 Ch. 427, that partnership property was held under an implied trust for sale for the purpose of realisation of the partnership assets. There is nothing in the Law of Property Act, 1925, to affect this decision in any way, accordingly whether there is, or is not, an express trust for sale, the legal estate must have remained vested, on the 1st January, 1926, in the partners.

It may be objected that *Re Bourne* does not lay down a hard and fast rule, that in all cases there is an immediate trust for sale, within the meaning of that expression in the L.P.A., 1925.

Even if it is conceded that this may be so, that circumstances may be imagined in which the trust for sale is postponed until after a certain event, there seems to be no reason for anxiety as to the vesting of the legal estate.

The interest of the partners in the property must be a tenancy in common in land, though that interest is subject to a prior right in the partnership creditors, and, so far as the legal estate is concerned, it cannot be denied that the partners are trustees. It follows that, in all cases, where the partners do not hold under an immediate trust for sale, whether expressed or implied, they hold as trustees upon trust for persons entitled in undivided shares, and accordingly the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (1), vested the legal estate of the entirety in them, upon the statutory trusts for sale, as defined in s. 35 of that Act.

Effect of a Conveyance after 1925 to Partners of Land as Part of the Partnership Property.

It now remains to consider what will be the effect of the use of the old form of conveyance to partners after 1925, though these cases will be few and far between as the land will, generally, have been conveyed to the partners upon trust for sale.

It is very doubtful whether this point is covered by the L.P.A., 1925. It does not fall within the provisions of s. 34 (2), for land is never expressed to be conveyed to partners in undivided shares; nor does it seem to be within s. 36 (1), though in this respect we find ourselves in disagreement with several leading text books on the Act.

The omission to provide for this case does not seem to us of much importance, for, if the principles governing *Re Bourne*, *supra*, still apply, as we submit they do, the land will be held upon trust for sale independently of any statutory provision to that effect.

Landlord and Tenant Notebook.

Waiver of Forfeiture by Distress.

We were dealing in our last issue (*ante*, p. 819) with the question of waiver of forfeiture by reason of levying a distress for rent, and we pointed out there that, in general, a distress will have the effect of waiving the forfeiture not only up to the date of the accrual of the rent in respect of which the distress is made, but probably also up to the date of distress itself.

There is one curious case however to which attention might be drawn, viz., the case of *Shepherd* v. *Berger*, 1891, 1 Q.B. 597.

In that case a lease contained a covenant to pay rent on the usual quarter days and the proviso for re-entry was in the following terms: "Provided that these presents are on this express condition that if and whenever any one quarter's rent hereby reserved, or any part thereof respectively, shall be in arrear for twenty-one days and no sufficient distress can be had or levied for the same whether the same shall have been legally demanded or not," etc. Three quarters' rent were in arrear for upwards of twenty-one days after the 25th March, 1890. On 25th April, 1890, the landlord distrained for the three quarters' rent but the net amount realised was less than two quarters' rent, so that more than a quarter's rent was still in arrear. On the 25th May following the landlord issued a writ for possession on the ground of forfeiture, and the main question that was raised was whether the breach of covenant on the ground of non-payment of rent had been waived. Applying the general rule above, the forfeiture would ordinarily be regarded as having been waived, but in this case owing to the particular construction which was put on the effect of the proviso for re-entry, it was held that the landlord was not precluded by the distress from bringing the subsequent proceedings for forfeiture.

The *ratio decidendi* of the above case will be found clearly explained in Lord Justice Bowen's judgment (*ib.*, at p. 600). "The question we have to determine," said the learned lord justice, "is entirely one of the construction of this proviso for re-entry, and the fate of this appeal must be determined by the construction we place upon the words 'and whenever.' Let us suppose, first of all, that those words were not present in the proviso, and that its language ran 'if any one quarter's rent shall be in arrear,' in that case it might be contended that assuming rent to be in arrear for twenty-one days and that there was no sufficient distress, the cause of forfeiture accrued immediately, a single cause of forfeiture in respect of that particular quarter's arrears. If that be so, it would be necessary to show when the distress was made, and that there was no sufficient distress on the premises to meet that quarter's arrears, and it might have been difficult from the facts of the present case to say that there was no sufficient distress to satisfy any particular quarter's arrears. But that difficulty does not here arise. The language of the proviso is "If and whenever,' which I think means that 'if and as often as' a quarter's rent is in arrear and the time arises at which the two conditions co-exist, then, however many causes of forfeiture there may have been before, there is still one existing cause of which the landlord may avail himself. Now, this was the condition of affairs at the time of the issue of the writ in ejectment; at that moment there was a quarter's rent more than twenty-one days in arrear, and there was no sufficient distress on the premises, and it is of no avail to the defendant to say that there had been a distress, the proceeds of which, if appropriated to the quarter's arrears in respect of which the ejectment was brought, will satisfy them; for the landlord had the right if he chose to appropriate the money to the first two quarter's arrears and not to the last, and we must assume that he did so. At this moment, therefore, there was a quarter's rent in arrear and no sufficient distress to satisfy it; the conditions of the proviso for re-entry were satisfied, and there is no answer to the plaintiff's claim for possession."

In drafting a proviso for re-entry, therefore, it may be as well to bear in mind the case of *Shepherd* v. *Berger*, though we recommend the use of the expression "if and as often as" rather than "if and whenever."

Our County Court Letter.

THE RESPONSIBILITIES OF GARAGE PROPRIETORS.

(*Continued from* p. 723.)

II.

THE scope of a manufacturers' guarantee was considered in the recent case of the *Station Garage Co., Ltd.* v. *Cox*, at Dudley County Court, in which the plaintiffs claimed to recover the cost of repairs to a motor van bought by the defendant from the plaintiffs. The plaintiffs' case was that some months after the van was bought they heard from the defendant that it had broken down at Ladymore, where they found the van suffering from misuse by overloading and neglect. Sufficient repairs were executed to remove the van

to their garage, where further work was done, but there would have been no breakdown if the van had been kept in proper order. The manufacturers issued printed guarantees for twelve months, but the plaintiffs' salesman gave no additional guarantee, and he denied saying that he would see the defendant through for twelve months. The defendant's case was that he was entitled to the repairs under the guarantee given at the time he bought the van, which the plaintiffs' salesman recommended on making the above remark about twelve months. The salesman did not show the defendant any written or printed matter, but said that if anything went wrong in a month or two he would see it was put right. Corroborative evidence was given as to the salesman having told the defendant that the van was guaranteed for twelve months, but His Honour Judge Tebbs gave judgment for the plaintiffs.

In the above case there was some evidence, which proved to be insufficient, of a separate guarantee by the garage proprietors, but the customer often seeks to rely solely on the makers' guarantee, as in the recent case of *Victoria Garage, Ltd.* v. *Hiatt*, at Coventry County Court. The plaintiffs sued for the price of repairs to a van which had been sold by them to the defendant, but after the sale they had dropped out of the transaction, as the defendant took the van upon the makers' usual hire-purchase agreement. The latter required the hirer to submit the car on a breakdown to their authorised agents, such as the plaintiffs, for a report as to whether the repairs were within the scope of the guarantee. The defendant, however, had simply notified the breakdown to the plaintiffs, who found that the damage was caused by bad driving and neglect and was obviously not covered by the makers' guarantee. The defendant declined to pay for the repairs on the ground that the plaintiffs had sold him the car under a guarantee, but His Honour Judge Drucquer held that as the plaintiffs were not asked to communicate with the makers the repairs were an independent transaction for which the defendant was liable.

In the above type of case the customer fails to comprehend that he cannot sue upon a guarantee to which he is not a party, although the manufacturers may advertise that their cars are guaranteed for various periods. In the absence of privity of contract, a guarantee or other agreement is not enforceable as between the manufacturer and the ultimate purchaser, as appears from *Dunlop Pneumatic Tyre Co., Ltd.* v. *Selfridge & Co., Ltd.*, 59 Sol. J. 439. The plaintiffs had agreed to supply tyres to Dew & Co., who were dealers in covers and tubes, on condition that Dew & Co. would not re-sell the same below the plaintiffs' current list prices, and further as agents for the plaintiffs would obtain from every buyer a similar undertaking to maintain the list price. Dew & Co. accordingly agreed with the defendants to supply them with the plaintiffs' tyres, on condition that the defendants (1) would not retail to the public below the current list price, and (2) would pay to the plaintiffs £5 as liquidated damages for every tyre sold below such price. The defendants, however, did sell two tyres below list prices, and the plaintiffs sued for damages and an injunction and obtained judgment before Mr. Justice Phillimore (as he then was) for £10. The Court of Appeal (Lords Justices Vaughan Williams, Kennedy and Swinfen Eady) reversed this decision, on the ground that the plaintiffs were not entitled to sue, which was the view taken also by the House of Lords. Lord Haldane, L.C., pointed out that in English law (1) only a person who is a party to a contract can sue upon it, although third party rights may arise in regard to property subject to a trust; (2) a contract not under seal can only be enforced by a person who has given consideration; (3) an undisclosed principal can sue upon a contract, but only if he has given consideration through his agent. Lord Dunedin observed that when the tyres were re-sold they belonged no longer to the plaintiffs but to Dew & Co., and the latter could confer a good title on any terms they pleased, subject to an action for breach of contract by the plaintiffs. Lord Sumner held that although the defendants had signed the undertaking as asked, there was nothing to prevent them from afterwards relying on the fact that it was a *nudum pactum*.

The difficulty in such cases is that the customer is often reluctant to accept the above statement of the law until he hears it from the judge. If the latter realises the situation the case may end satisfactorily, but adverse comments are sometimes made on the fact of the case having been contested, oblivious of the fact that the customer has probably been told the legal position before the hearing.

Practice Notes.

AUCTIONEERS' COMMISSION.

A question as to the duration of the contract was considered in the recent case of *Flint and Jones* v. *Midland Rubber Company*, at Birmingham County Court, in which the plaintiffs claimed £10 10s. as commission on substituted lettings. The plaintiffs had introduced some tenants who took a portion of the defendants' premises, the tenants having intimated at the same time that they might subsequently require additional accommodation. After several months' occupation of the part originally let, the tenants relinquished their tenancy in exchange for a larger portion of the same building, and the plaintiffs claimed commission on the latter transaction on the ground that it arose through their efforts. The defendants only admitted liability for the first letting in respect of which they paid £4 10s. into court, but in regard to the balance they contended that the second letting was not brought about by the plaintiffs' efforts, and liability was accordingly disputed. His Honour Judge Ruegg, K.C., gave judgment for the plaintiffs for the total amount claimed. An analogous situation arose in *Levy* v. *Goldhill*, 61 Sol. J. 630, where the defendants agreed to pay the plaintiff half profits on receipt of orders, and added: "Same applies to repeats on any accounts introduced by you." The plaintiff, after termination of the contract, claimed commission on repeat orders from customers he had introduced, and Mr. Justice Peterson held that he was so entitled. This decision was followed by Mr. Justice Bailhache, but distinguished by the Court of Appeal in *Cramb* v. *Goodwin*, 63 Sol. J. 496. It was held on the facts that the parties contemplated payment of commission only during the employment, so that the plaintiff's case failed. The conclusion is that the first-named case, *supra*, might have been differently decided if the tenants had not intimated at the outset that they might require more accommodation afterwards, the effect being that the subsequent letting was not so much a "repeat order" as a deferred completion of the original contract. A previous note on the above subject, with references to earlier articles, appeared in our issue of 17th November (72 Sol. J., p. 773).

NOTICES OF APPEAL TO QUARTER SESSIONS.

In the case of *Whitehouse* v. *Brockhurst and Elton*, at the last Birmingham Quarter Sessions, the appellant had given notice of appeal to the above-named respondents, and to the magistrate's clerk, in the usual form, but adapted at the conclusion to the effect that he appealed against certain convictions for assault upon which he was sentenced to one month's imprisonment with hard labour, the sentences to run consecutively. The learned recorder, Sir Henry Maddocks, K.C., pointed out that although there were two convictions there was only one notice of appeal, and the question arose whether there was more than one appeal before the court. It was pointed out for the appellant that two recognisances had been entered into to proceed with each appeal, and that two notices of appeal had in fact been filed, but the learned recorder held that the result was that a notice of appeal had been lodged in one case, but only a duplicate of the same

notice had been lodged in the other. Leave to amend the notice was given, and counsel for the appellant elected to strike out the name of Elton, and to proceed with the appeal in the case of Brockhurst, a police constable. That appeal having been dismissed, the question arose whether there was a proper notice in the case of Elton, a licensed victualler, as his name had been struck out, but the point was not decided owing to the abandonment of the appeal, which depended on similar evidence to that in the first case. The moral is that in spite of the drawbacks of multiplicity there are greater dangers in economy.

Correspondence.

Canterbury District Probate Registry.

Sir,—The circumstances connected with the proposed abolition of this registry are of sufficient general interest to warrant publication.

The Supreme Court of Judicature Act, 1925, provided for a re-arrangement of District Probate Registries under which it was proposed to reduce the Canterbury Registry to the status of a sub-registry attached to the Principal Registry, which in effect means the practical abolition of the registry.

This enactment was founded on the recommendation of a Departmental Committee appointed in 1922. The evidence upon which this committee based its recommendations was, with one exception, entirely that of officials. No one in this district knew of the appointment of the committee or that it was sitting, and certainly no person in this district had any opportunity of giving evidence. This exclusiveness is much to be regretted, for the slightest inquiry would have explained the cause of the small amount of work done in this registry at that date.

The Act, however, contained a provision that no registry established under the Probate Act, 1857, should be disestablished until such date as should be determined by the President of the Probate Division, with the concurrence of the Lord Chancellor. No order was made closing the registry, and it was assumed that the new district registrar, who was appointed in 1922, would be afforded an opportunity of restoring the registry to its former position. The number of grants, in fact, increased from 365 in 1923 to 539 in 1927. During the same period the fees received have increased from £826 5s. 11d. in 1923 to £1,411 15s. 1d. in 1927, while as the salaries paid amount only to £767 14s. 3d., this leaves a profit apart from the upkeep of the premises (which will still be a subsisting charge) of £644 1s. 1d.

In July of this year it came to the knowledge of the Canterbury City Council that it was proposed to close the registry. The Canterbury City Council at once passed an emphatic protest against this proposal, and on or about the 1st August 1928, a memorial under the seal of the council was sent by the Town Clerk of Canterbury to the Lord Chancellor, and also to Lord Merrivale, the President of the Probate Division, together with a request that their lordships would be pleased to receive a deputation from the Canterbury Corporation. The memorial of the Canterbury Corporation has been supported by resolutions from a very large number of town councils and district councils in Kent. The Dean and Chapter of Canterbury have also taken the matter up warmly.

The memorial has received a formal acknowledgment from the secretaries to the Lord Chancellor and the President, but no reply by either has been made to the request that a deputation should be received, nor has any reply been given to the points raised in the memorial.

The Canterbury Corporation has received no intimation that its memorial has been rejected or granted, but an official notice was posted in the district registry on the 8th inst. that the registry will be closed on 31st December.

On behalf of the Canterbury Corporation I wish to enter an emphatic protest against such treatment. It may or may not be necessary for Parliament to delegate to the Lord Chancellor and others powers of this description, but it is difficult to find any justification for a refusal by such delegate to hear representatives from the local authorities immediately concerned, or to vouchsafe to their communications the common courtesy of a reply.

It is difficult to believe that the Lord Chancellor or Lord Merrivale have any personal knowledge of the representations made and of their reception. It seems more probable that the statesmen nominally responsible to Parliament for the powers delegated to them are, in fact, entirely in the hands of their permanent officials, and are like the later monarchs of the Merovingian Dynasty, whose powers were usurped by the major-domos of the palace, the permanent officials of that day.

W. Vansittart Howard,
Mayor of Canterbury.

Guildhall, Canterbury.
11th December.

Solicitors and Income Tax.

Sir,—Please accept our appreciation of your Editorial Article in last week's Journal as to the universal resentment at the attempt to compel solicitors to disclose to the Taxation Authorities information received by them in their professional capacity.

The information, if given, is a violation of their duty to preserve secrecy as to their clients' affairs.

How can solicitors get matters altered? Solicitors may think it advisable to—

(1) Inform Inspectors of Taxes the information should not be required from them.

(2) If informed that the Commissioners of Inland Revenue take a different view, inquire if the strong resentment felt by solicitors has in fact been brought to the attention of the Board; as the Chancellor, according to his own reply in Parliament, is innocent of any complaints in this connexion.

(3) Write direct to the Chancellor of the Exchequer with their views.

(4) Write to their local Member of Parliament.

(5) Not to vote for any candidate for the committee of either a Provincial or the London Law Society until such candidate has pledged himself to do all he can to get matters altered.

Old Subscriber.

Bournemouth.
10th December.

The Right to Refuse to Trade.

Sir,—With reference to Mr. Peake's letter, in your issue of the 8th inst. (at p. 821), no doubt the case he quotes, *Timothy* v. *Simpson*, 1834, 6 C. & P. 499, would be cited for the defendant and stressed by his counsel in any such debate as that suggested on pp. 800-1, and the fact that it had been approved in the House of Lords (see *Price* v. *Seeley*, 1843, 10 Cl. & F. 28, at p. 36) would also be mentioned. Nevertheless, I think counsel for the plaintiff could cite *Hurst* v. *Picture Theatres Ltd.*, 1915, 1 K.B. 1, for the proposition that his client was not a trespasser, on the ground that the contract having been made by her acceptance of the offer, the shopman was under an implied obligation to allow her to remain until it was completed. On this point the approval in *Price* v. *Seeley* was merely *obiter*. Moreover, *Timothy* v. *Simpson* is not authority that no contract existed, but merely established the proposition that a person who remains on another's land to discuss an alleged contract might be treated as a trespasser, and that on principles disapproved in *Hurst* v. *Picture Theatres Ltd.*

A. F.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered gratis. All questions should be typewritten (in duplicate), addressed to—The Assistant Editor, 29, Breams Buildings, E.C.4, and should contain the name and address of the subscriber. In matters of urgency, answers will be forwarded by post if a stamped addressed envelope is enclosed. The Editor accepts no responsibility for the replies given.

Settled Land—Death of Tenant for Life—Part remaining Settled—Part Unsettled—Special and General Representatives—Procedure.

Q. 1499. A, who died in 1912, devised Whiteacre and Blackacre to B for life, and after her death he devised Blackacre to C and Whiteacre to D absolutely. B died in 1927; C predeceased B, leaving her eldest son, who is still an infant, her heir at law. We shall be grateful for advice on the following points:—

(1) Whether the reversion in Blackacre vested in C's personal representatives, so that both properties cease to be settled land at the death of B, whose personal representatives should apply for a general grant? or

(2) Whether, owing to the infancy of C's heir, Blackacre still remains settled land at the death of B?; if so, whether B's executors should take a grant save and except Blackacre, and the trustees of the settlement take out special representation as regards Blackacre?

A. (1) Assuming C died before 1926, Blackacre, devolving on the infant, remains settled land under the S.L.A., 1925, s. 1 (i) (ii) (*d*). Remaining settled land, the grant should go to the special representatives under Ad. of E.A., 1925, s. 22 (1). The settlement under A's will is now spent, and the only settlement affecting the land is the intestacy. A question appears to arise whether in the circumstances A's personal representatives or C's are entitled to the grant; this, however, will be one for the Probate authorities, and, the grant having gone, everything done under it will be in order, see A.E.A., 1925, ss. 27 and 37.

(2) Yes, subject as above. The fact that part of the land vested in B as tenant for life under A's will goes to special representatives and part to her general representatives, in the absence of description on the face of the grant, demonstrates the extreme inconvenience and confusion of title likely to follow the Probate practice authorised since the decision in *Bridgett & Hayes Contract*, 1927, 71 Sol. J. 910.

Settled Land—Death of Tenant for Life—Reversion in Absolute Undivided Shares—General or Special Executors—Title.

Q. 1500. By his will dated the 16th April, 1878, W.J.E., who died in November, 1878, devised to his daughter C.N. a freehold house for life, with remainder to such of her children as should be living at her death. A vesting deed was executed last year from which it appears that E.T.C. is the survivor of two trustees who were appointed by an order of the Chancery Division in July, 1905. C.N. died last November, leaving five children, who long since attained the age of twenty-one years. Two executors were appointed by C.N.'s will, and in the oath we alleged that the settlement came to an end on the death of C.N., and that the executors desired a full grant, including the settled land (in reliance upon *Bridgett & Hayes*, quoted on p. 910 of your Journal for 26th November, 1927). After the probate affidavits had been lodged, the registrar's directions quoted in your paper of 24th December, p. 980, were issued, and in accordance therewith the grant of probate to C.N.'s executors was for £13,625 5s. net personalty, excluding the freehold house which had been valued in the affidavit at £1,400. *Bridgett & Hayes* decided that a special executor cannot obtain probate limited to settled land if the settlement has come to an end. As the probate to the general executors excludes the settled land and the settlement trustee is unable to apply for a limited grant, how is the freehold house to be dealt with when a purchaser is found?

A. The large number of cases of this type received indicate the doubt and uncertainty raised by the decision in *Bridgett & Hayes, supra*, and the practice supervening on it. The only reason why the special grant could be refused would be that the land not being "settled land" within the A.E.A., 1925, s. 22 (1), in accordance with that decision, should have passed in the general grant. If so a corrective affidavit appears to be indicated to include the settled land. The authorities should be approached accordingly. A purchaser will presumably be bound, in accordance with *Bridgett & Hayes Contract, supra*, to assume that the land formerly the subject of the settlement in question passed under the grant.

Settled Land—Death of Tenant for Life—Reversionary Trust for Sale—Title.

Q. 1501. A.B. died in 1913, having by his will appointed B.C. and C.D. executors. Testator devised his estate to his trustees upon trust to permit his wife E.F. to receive the rents for her life, and at her death to sell and divide between his six children. E.F. died on 7th December, 1927, having by her will appointed G.H. and C.D. her executors. C.D. does not propose to act in the trusts of the will of E.F., and wishes to retire from the trusts of the will of A.B. (*a*) Having regard to the decision of *Bridgett & Hayes Contract*, 71 Sol. J. 910, should G.H. apply for a general grant of probate to E.F.'s estate? (*b*) In whom does the residuary estate of A.B. now vest, and who is the proper person to deal with it? (*c*) It is presumed there is no necessity to take out a grant of probate limited to the settled land as regards the property remaining subject to the trusts of the will of A.B.?

A. (*a*) Yes, see "Senior Registrar's Directions," 71 Sol. J., p. 980. C.D. should renounce probate, see A.E.A., 1925, ss. 4 and 5. (*b*) The opinion is here given that the residuary estate of A.B. vests in G.H. who can sell it on his sole receipt of the purchase money. See, however, discussion as to this in "Everyday Points in Practice," p. 173, case 3. (*c*) No, the practice now is to include land ceasing to be settled in the general grant, as above.

Partnership—Partners receiving Wages—National and Unemployment Insurance.

Q. 1502. H died in April, 1928, and by his will appointed his widow, his two sons and a daughter to be executors, and giving them power to carry on his merchanting business for the benefit of his widow, and "to engage and employ themselves or any one or more of them upon such terms and at such salary or wages as they might mutually agree upon." After the death of the widow, the whole estate is divisible between the two sons and testator's two daughters. The sons and daughter proved the will, and in pursuance of the authority in the will are carrying on the business, and for this purpose have entered into a written agreement as to the carrying on of the business, and terms of wages they shall respectively receive. In these circumstances, are they liable to pay in respect of themselves (*a*) National Health and Pensions Insurance; (*b*) Unemployment Insurance: (*c*) Workmen's Compensation. Does the fact that each has a one-fourth reversionary interest in the business affect their liability in this connexion.

A. The persons engaged as described in the question do not appear to come within the scope of the National Health and Unemployment Insurance Acts. They are really partners

in the business and not employed persons in the sense of the Acts. Similarly, they do not come within the Workmen's Compensation Acts. See *Ellis* v. *Ellis & Co.*, 1905, 1 K.B. 324.

Company—Redeemable Preference Shares.

Q. 1503. We have been asked by a limited company whether it will be possible when the Companies Act, 1928, comes into force for a company to convert existing preference shares into redeemable preference shares. The company in question is empowered by its memorandum to modify the rights of any class of shareholder, subject to the usual provisions as to the consent of such class of shareholder being obtained. Section 18 of the Companies Act, 1918, provides that a Company may "issue" redeemable preference shares. Can this be construed so as to give power to convert preference shares already issued? It is, of course, recognised that the articles must first be altered so as to permit the issue of redeemable preference shares.

A. We think that on the proper steps being taken to alter the articles, and with the proper consents, the company could convert existing preference shares into redeemable preference shares.

Stamp Duty on Deferred Payment Agreement.

Q. 1504. By an agreement under hand, A agrees to purchase from B certain goods, to pay a deposit of £5, and to pay twelve monthly instalments of £2 each, with a provision that if default be made in payment of any one instalment for fourteen days all remaining instalments shall immediately become payable. Is not this document exempt from stamp duty under the Stamp Act, 1891, as coming within the exemption "agreement, letter or memorandum made for or relating to the sale of any goods, wares or merchandise"? The authorities at Somerset House claim that it is liable to duty at 2s. 6d. per cent. on the total of the instalments payable.

A. The exemption granted by the Stamp Act referred to above was repealed by s. 7 of the Finance Act, 1907, which says that any agreement under hand of the hire-purchase character shall be charged with stamp duty as an agreement, that is, is liable to a duty of sixpence. If the agreement in question is of this character we do not see how the duty of 2s. 6d. per cent. is arrived at."

The Controller of Ex-Enemy Property and the Statutes of Limitation.

Q. 1505. By sub-s. (2) of s. 1 of Trading with the Enemy (Amendment) Act, 1914, the Public Trustee was appointed custodian for England and Wales of enemy property, and by sub-s. (1) of s. 5 the custodian was to deal with the property as might be directed by Order in Council. By sub-s. (3) of s. 5 of the Act the receipt of the custodian is to be a good discharge, but there appears to be nothing in the Act actually vesting enemy property in the custodian. By the Treaty of Peace Order, 1919 (1919—No. 1517), a clearing office was established for the purpose of dealing with enemy debts, and by the same Order all property belonging to German nationals is charged with certain payments in respect of claims of British nationals. The custodian under the Order is the custodian of enemy property appointed by the Trading with the Enemy (Amendment) Act, 1914, already referred to. By the Treaty of Peace (Amendment) Order, 1924, the Controller of the Clearing Office of German property was appointed custodian in place of the Public Trustee. In 1918 bills of exchange or promissory notes were given to the custodian in respect of a debt which was owing by a British company to a German firm. All the bills matured before the 31st December, 1920. The company contends that the claim is statute barred. The controller replies that as this is a claim by the Crown, the Statutes of Limitation do not apply, relying upon *Lambert* v. *Taylor*, 4 V. & C. 138. The debtors contend that this case does not apply, because the original debt was not vested in the controller, and that in any event he was only the agent for the collection of enemy property for the benefit of British nationals, and any enemy property which might be paid to him was not held by him on behalf of the Crown but on their behalf. By Art. 243 of the Treaty of Peace with Germany any final balance in favour of Germany on the clearing office accounts is to be reckoned as a credit to Germany in respect of her reparation obligations. In effect, any such balance goes to Great Britain. In your opinion are the debtors entitled or not to the benefit of the Statutes of Limitation?

A. The controller's present contention is incompatible with his predecessor's attitude in *In re Munster*, 64 Sol.J. 309, where a claim of the Crown to income tax on funds under the care of the custodian was contested by the latter. His view evidently was that ex-enemy property was not then vested in the Crown, and this position is not altered by the Order of 1924, which only substitutes the controller for the custodian. The above case of *Lambert* v. *Taylor*, also reported in 6 D. & R. 188, only decides that the Crown is not bound by the Statutes of Limitation, and does not deal with the question whether claims in respect of ex-enemy property are claims by the Crown. It was laid down in *Stevenson & Sons* v. *Aktien-Gesellschaft für Cartonnagen*, 1918, A.C. 239, that enemy property was never confiscated to the Crown, but was held in suspense by the custodian for restoration to the owners under the Peace Treaties. It may be that the effect of Art. 243 of the Treaty of Peace with Germany is that any balance on the clearing office accounts will go to Great Britain, but the latter country is only entitled as a creditor of the original creditors, and can only claim the debts in right of the German owners. The latter are barred by the Statutes of Limitation, and the controller is not in any better position as regards exercising rights not enjoyed by those under whom he claims.

Notice to Quit—Farm held on Two Leases.

Q. 1506. A is the tenant of a farm under two leases, one lease comprised the land only with original farmhouse (which is now a cottage for the farm labourer) and the other lease is for a dwelling-house, which the landlord built for A in place of original farmhouse; this lease comprised the house and garden only, and contains no land covered by original lease. The original leases were for fourteen years, which ended September quarter two years ago. Will you please advise:—

(*a*) The earliest date the landlord can legally demand possession of land and house covered by first lease?

(*b*) The earliest date he can demand possession of the private dwelling-house covered by second lease?

A. The expiration of the two leases on the same date is evidence that the whole farm was held on one contract. It was held in *Swinburne* v. *Andrews*, 1923, 2 K.B. 483, and in *In re Arden and Rutter*, 1923, 2 K.B. 865, that even where the arable, pasture and main buildings are entered upon at different dates, the termination of the tenancy is the last date corresponding to the date of entry. It is presumed that in the case put the whole farm is let out at one entire rent, so that it is not possible to sever the dwelling-house from the holding, especially as it has always been occupied by A. Therefore under the Agricultural Holdings Act, 1923, s. 25 (1), the earliest date upon which possession can be demanded of the premises comprised in both leases is 29th September, 1930.

Registration of Perpetual Renewable Leases.

Q. 1507. In 1916 a perpetual renewable lease of property in the West End was granted (on surrender of a like lease) for a term of sixty-one years at less than the rack rent, with covenants by lessor to renew and by lessee to apply for renewal at end of the first fourteen years of term with power to lessor to determine at end of the fourteen years if application for renewal was not made. A fine was paid, and the lease has now been endorsed under the provisions of the

L.P.A., 1922. Did this lease require registration either in Middlesex Deeds Registry or under the Land Transfer Acts of 1875 and 1897, when it was granted ?

A. As the lease would enure for the full period of sixty-one years if neither lessor nor lessee took any special action, we think it should have been registered under the Land Transfer Acts of 1875 and 1897.

Executor—Mortgage Debt—Receipt after a Lapse of Twenty-three Years.

Q. 1508. A mortgage of freehold property is dated 18th May, 1877. The mortgagee dies 18th February, 1905, and his will is proved on 10th May, 1905, by a sole *surviving* executor. The mortgagor dies on the 12th February, 1920, and his will is proved on 24th June, 1920, by four executors named therein. The executors of the mortgagor now desire to repay the mortgage money, and on dealing with the matter are informed that the surviving executor of the mortgagee proposes to give a receipt for the mortgage moneys as sole personal representative. The mortgagor's solicitors reply that the personal representative cannot possibly be acting in that capacity after a lapse of twenty-three years, and that an additional trustee of the will should be appointed in order that there may be two trustees to give a receipt. Which is the correct contention ?

A. We express the opinion that as long as a part of the testator's estate is outstanding the duties of the executor are incomplete and his office remains. We do not think that the mortgagor is obliged to inquire whether his debt has been appropriated to any particular trust or beneficiary.

Second Mortgage—Sale of Equity of Redemption thereon —Effect on Registration under L.C.A., 1925.

Q. 1509. A property subject to first and second mortgages changes hands subject to both mortgages. A land charge was registered when the second charge was first created. The person against whom such second charge was registered now disappears from the transaction and the new purchaser steps into his shoes. In fact, however, the mortgage has never been redeemed but still subsists. On inquiry from the Land Charges Superintendent, he states that there is no provision whereby a note may be made on the register of the transfer of a registered mortgage, and suggests cancellation of the entry and a fresh application for registration. This cumbrous method of procedure is most objectionable, but I am unable to see how it can be avoided, for if a third purchaser searched against the second purchaser he would find no entry of second charge registered at all.

(1) What procedure is recommended, if any ?

(2) How does the insertion or omission of a release, second mortgagee to the first purchaser, affect the question ?

A. We are not told for whom our subscriber is acting, but we assume for the purposes of this reply that he acts for the second mortgagee, and that the second mortgage was created after 1925.

(1) Having registered his mortgage against the estate owner at the date of registration, the second mortgagee has done all that he is required to do under the L.C.A., 1925, to protect his interests, and is not concerned with a change of estate owners.

(2) The release would only be of the *personal* obligation, and would not affect the position.

The attention of the Legal Profession is called to the fact that THE PHŒNIX ASSURANCE COMPANY LTD., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1 ; 187, Fleet Street, E.C.4 ; 20-22, Lincoln's Inn Fields, W.C.2 ; and throughout the country.

Obituary.

Mr. A. W. PAGE, J.P.

Mr. Arthur William Page, solicitor, of the firm of Page & Co., 2, Bristol-chambers, St. Nicholas-street, Bristol, died at Bournemouth on Wednesday, the 28th ultimo, after a few days' illness. He went to Bristol as a young man, was articled to Messrs. Bramble & Watts, solicitors, and, being admitted in 1892, had since practised in the city. In addition to the conduct of a large practice, Mr. Page acted as vestry clerk of the parishes of St. Mary-le-Port and Bedminster. He was for more than twenty years a member of the Gloucestershire County Council, and latterly an Alderman thereof. His generous donations to Mangotsfield and the great help he rendered in raising it from the status of a parish to that of an urban district council alone entitles him to the gratitude of its residents. His donations, however, were on a munificent scale, and marked him out for what he was, namely, a man of remarkable public spirit. His public beneficences were many, and included the purchase and pulling down of some old houses for the widening of the main street in Mangotsfield, freeing the district from certain vexed mineral rights, and the presentation of a public park at Staple Hill (which bears his name), together also with the council offices and the Page Institute and Library. He subsequently erected a band-stand in the park and improved the lake. A man of undoubted ability and capacity for work and of a very generous nature, his loss will be keenly felt by all those amongst whom he lived and associated. H.

Reviews.

Encyclopædia of the Law affecting the Motor and Cycle Trades (reprinted from the 1929 Edition of "The Traver Handbook, Diary and Garage Reference Book") by "a Solicitor of the Supreme Court." Imperial 8vo. 56 pp., and Index. 1928. The Traver Publishing Co., Ltd., St. Bride's House, Salisbury-square, E.C.4. 2s. 2d. (post free).

Arranged in alphabetical order, this is a useful synopsis of the chief legal points likely to arise in the every-day experience of those in any way interested in motor vehicles, and may therefore be quite aptly termed a "Legal First Aid for Motorists." It contains the text of the more important statutes, orders and regulations affecting both the construction and use of motor vehicles, and should therefore prove just as useful in the solicitor's office as in that of the motor manufacturer, dealer or owner. H.

The Arbitrator. The journal of the Institute of Arbitrators (Incorporated). Vol. II. No. 7. New Series. December, 1928. London: The Institute of Arbitrators (Incorporated), 28, Bedford-square, W.C.1. 1s. net.

The contents of this number includes a report of a "practice" arbitration, held on 11th November, which we have read with interest. It also contains an address by the President (Mr. W. Gillbee Scott, F.R.I.B.) on "Arbitration and the Building Industry," together with notes on various arbitration cases and awards. H.

The Law Institute Journal. The official organ of the Law Institute of Victoria. Vol. II. No. 11. 1st November, 1928. Melbourne: Reviews Property Limited, Henty House, 499, Little Collins-street. 2s. net.

The Journal calls attention to a bill which has been introduced in the New Zealand Legislative Council, and which provides that the council of the New Zealand Law Society may establish a scheme "for guaranteeing and securing the integrity of moneys received or held by solicitors for any person," and empowering the council "with the approval of at least three judges of the court,

of whom the Chief Justice shall be one," to make rules for certain purposes, which include (*a*) the payment of an annual sum to the society by practising solicitors or in lieu thereof, such special levies as may from time to time be decided; (*b*) the management and control of the funds thus provided, the adjudication of claims; (*c*) the investigation of the affairs and accounts of any practising solicitor; (*d*) or for prescribing the methods to be observed by solicitors in keeping their trust accounts, and for the audit thereof; and (*e*) for imposing and recovering the necessary fines and penalties for breaches of such rules. The bill was explained to the Council by The Hon. Mr. Macgregor (by whom it was introduced), and by The Right Hon. Sir Francis Bell (Leader of the Council). We commend a study of it to all practising solicitors in this country. H.

The Lance of Justice: A Semi-Centennial History of the Legal Aid Society, 1876-1926, by JOHN MCARTHUR MAGUIRE: Cambridge (Mass.), Harvard University Press. 13s. 6d. net.

There is perhaps no town in the world where the need for organised assistance for the poor litigant has been more urgently felt than New York, with its—till recent years—enormous annual influx of penniless immigrants, ignorant of the English language. The first definite effort to meet this social need was made in 1876, with the establishment of the German "Deutscher Rechts-Schutz Verein." It was not long before this society found it impossible to confine its help to Germans; and in 1896 the enlarged scope of the organisation was recognised by the change of its name to the "Legal Aid Society." Professor Maguire's book celebrates the completion of the first fifty years of the activities of this beneficent institution. The substance of the book is chiefly composed of "real life" stories, illustrative of the society's activities, which make very interesting and instructive reading; but one cannot help regretting that the writer has not given a somewhat larger measure of information on the side of statistics and of the system of management. We are told that the cases dealt with were 15,880 in 1901, and 40,430 in 1914, and that the amounts recovered for clients were $78,173 and $134,895 in the same years; but we have discovered no similar figures for 1926. It is interesting to learn that it is only recently, and after contending with countless difficulties and set-backs, that the society has been able to undertake criminal work, the need for which has long been recognised. Experience obtained since that branch has been in operation shows the great value of the resulting frequent consultation and collaboration between the Legal Aid Society's defender and the District Attorney. Three principles to which the New York Society attaches great importance may be worthy of notice on this side of the Atlantic. Legal aid should be given by persons having a regular office and staff and doing nothing else. Legal aid should not be given by unpaid volunteers. Legal aid should receive no assistance from the public funds.

Books Received.

Conveyancing Precedents, under the Property Statutes of 1925, *with explanatory notes and appendices.* HUBERT A. ROSE, M.A., Barrister-at-Law. Demy 8vo. pp. lxii and 606 (with Index). Second Edition. 1928. Waterlow & Sons, Ltd. 21s. net.

Middlesex and Yorkshire Registries. Article on alleged defects in the Law of Property Act, 1925, as to Middlesex and Yorkshire Deed Registers, with suggested remedial legislation and explaining how to register probates and letters of administration in the Yorkshire Deeds Registry since 1925. SAMUEL FREEMAN, Solicitor. 1928. The Solicitors' Law Stationery Society, Ltd. London: 22, Chancery-lane, W.C.2, and Branches. 1s. post free.

Bankruptcy, 1927. Forty-fifth Annual Report by the Board of Trade. 1928. H.M. Stationery Office. 2s. net.

The Constitution of the United States in some of its Fundamental Aspects. The Bacon Lectureship at Boston University. First Series, 1928. GASPAR W. BACON, LL.B., Member of the Massachusetts Senate; with Foreword by the President of Boston University. Crown 8vo. pp. xvi and 201 (with Index). Humphrey Milford, Oxford University Press, Amen House, Warwick-square, E.C.4. 9s. net.

Studies of International Law and Relations. A. PEARCE HIGGINS, C.B.E., K.C., LL.D. 1928. Demy 8vo. pp. vii and 314 (with Index). Cambridge: at the University Press, Fetter-lane, E.C.4. 15s. net.

Principles of the Constitutional Jurisprudence of the German National Republic. JOHANNES MATTERN, Ph.D. The John Hopkins' University. Medium 8vo. pp. xv and 682 (with Bibliography and Index). London: Humphrey Milford, Oxford University Press. 23s. net.

The American Federal System. K. SMELLIE. 1928. Crown 8vo. pp. vii and 184. Williams & Norgate Limited, 38 Great Ormond-street, W.C.1. 5s. net. H.

Legal Parables.

XVIII.

The Advocate who astonished his Clients.

ONCE upon a time there was a barrister who was a notable defender of prisoners and who always said, "Let's see if there's any law in the case first. If not, we may have to fight it on the facts."

When he was called upon to defend two men with what the police call "records," for being suspected persons loitering with intent to commit felony, he was told that the prisoners were most anxious to put up an alibi. When he took the precaution of having a few words with them before going into court, he discovered that the effect of the proposed alibi would be to prove, out of the mouths of a number of pick-pockets, card-sharpers and area sneaks, that the prisoners were not there when they were arrested. As he found it quite impossible to demonstrate to the lay clients the futility of this line of defence, he merely said that he should decline to take the case unless they dropped the alibi and left the matter entirely to him. "For," said he, "I see just a ray of hope, but you won't understand if I explain."

Reluctantly the prisoners agreed.

The police evidence was clear and transparently honest.

Learned counsel rose to submit a point of law. "I am going to be quite candid," he began, "if only because I know how useless it would be to try to deceive so shrewd and experienced a bench. My clients are both men of bad character, as you must have guessed." (Here prisoner No. 1 had to be restrained by the gaoler, as he showed signs of climbing over the dock railings.) "Moreover, they candidly admit they were out for a purpose which was none too honest—some form of 'ring-dropping,' apparently." (Both prisoners gasped, and No. 2 observed audibly to No. 1: "That's torn it, mate; our blooming mouthpiece has gone clean balmy!") "But my short submission, which will appeal to you as magistrates who like law and have a clear perception of legal points, is simply that their intent, at the worst, was to commit the offence of obtaining money by false pretences. That is not a felony. There is, therefore, no evidence of intent to commit felony. You may think it unfortunate that two scamps should get off, but, be that as it may, I am sure you will give effect to the law."

So the two prisoners were discharged. No. 1 asked if anyone could tell him why? And No. 2 simply announced that he was blowed.

"APPEALS" WHICH SHOULD NOT BE DISMISSED!

Our Special Appeal last year and the year before were, we are glad to think, productive of good, so much so that we have decided to repeat it this year. Blind charity is admittedly harmful, but the pleasure of giving must be redoubled when it is done with discretion and discrimination. It is, therefore, fortunate for those on whose behalf really genuine appeals are made, that there should exist channels so well qualified for the task of distribution that all who give can rest assured that every penny received will be most carefully and advantageously expended. We give a few excellent examples:—

"I never knowed 'im," said a sad little girl on a day near Christmas as her playmates eagerly described to her the joys that Santa Claus can bring—"I never knowed 'im."

"Impossible," you may say, "utterly impossible that in this civilised country of ours there should ever be a girl or boy who reached an age to talk and understand a playmate's chatter, who had not heard of Santa Claus!" Yet true it is; and it happened not so very long ago. Happily the wistful words were uttered in Dr. Barnardo's Homes, which year by year celebrate Christmas in good and hearty fashion. This family numbers about 8,000 boys and girls and babies, and there are new arrivals *daily*. In fact they come with the average regularity of five a day throughout the year. So that every Christmas there are boys and girls amongst them who do not know what Christmas in their new family is like.

A widespread evangelistic work is going forward in slum and other parishes, in which hundreds of trained evangelists and sisters are at work under the clergy. Annual missions are held in most of the prisons of this country, whilst in eight prisons there are permanent Church Army workers. King George's Work Aid Embankment Home provides 250 beds for homeless men, and its principle enables many a homeless man to turn his back on the Embankment for ever. Will you send a cheque to help on this good work to Preb. Carlile, C.H., D.D., Church Army Headquarters, Bryanston-street, W.1?

"The Crippleage, Clerkenwell." The first of those two words sounds sad and pathetic enough and "Clerkenwell" none too cheerful; and yet "The Crippleage" is undoubtedly one of the brightest spots in the whole of the Metropolis, especially to those whose eyes have vision enough to see beneath the surface. In that building 300 blind and crippled girls spend their working days surrounded by flowers—finished flowers and flowers in the making. The whole place simply glows and palpitates with colour. And with an all pervading air of optimism. That is only natural; the girls are being taught and trained to become happy independent wage earners as makers of artificial flowers. John Groom's Crippleage can well do with your help this Christmas.

Lady Cooper, O.B.E., presiding recently at the annual festival of the Alexandra Orphanage, made a most earnest appeal for support of this ancient institution, which was founded in 1758. The health and happiness of the 360 children now at the Orphanage, were, she said, very evident. Other speakers also spoke from personal experience after seeing the work at Haverstock Hill. Seven thousand nine hundred pounds were raised at the festival but £16,000 has to be forthcoming every year. Further gifts are needed by the end of the year to prevent a deficit. They may be addressed to Lord Marshall, Treasurer, at the offices, 73 Cheapside, E.C.2.

The British Home and Hospital for Incurables (Streatham) has since 1861 been doing a fine work for incurable sufferers of the middle class—a section of the community very disinclined to plead for help however sorely that help may be needed.

The number of patients in the home is 101, and the number of pensioners (each receiving £26 a year) is 311.

Additional funds are greatly needed.

"Much have they Braved——."

"Far have they come, much have they braved. Give them their hour of play,
While the hidden things their hands have saved work for them day by day.
Far have they steamed and much have they known, and most would they fain forget,
But now they have come to their joyous own with all the world in their debt."

"The Scholars."—Rudyard Kipling.

The virile and yet poignant appeal in these lines of Kipling's might well have been written specially of the gallant men of whose whole life's welfare St. Dunstan's has taken charge since the early days of the war.

The Hospital for Sick Children is a special hospital for children, difficult and obscure cases being sent to it by medical practitioners from all over the Kingdom. The Medical School attracts large numbers of post-graduate students from every part of the world, and thus the benefits of the teaching and practice of the Hospital are broadcast everywhere. In 1924 the board established a Research Department to investigate more thoroughly the causes of children's diseases, and already much useful work has been done. This has been a very trying year financially and the Hospital is facing a deficit of over £1,500.

From small beginnings a century ago the Royal Free Hospital has become one of the most important general hospitals in London, and specialises in all branches of preventative medicine, the Board being convinced that preventive measures in the care of the mothers of the nation are the foundation of national health. Immense general progress has been made in the national health during the last twenty-five years, but nothing comparable has been attained in the hygiene and safety of maternity, the mortality rate having remained practically stationary since 1900. This means that in fulfilling their supreme service to the nation 3,000 women in Great Britain die in child-birth every year, many thousands more being permanently injured in health.

The Royal Free Hospital provides special facilities for the treatment of maternity cases and the diseases of women, and was the first teaching unit of these subjects in the University of London. Ample opportunities are given for research and for the education of students and graduates as obstetric specialists. It was among the first general hospitals to incorporate an anti-natal department, with the result that its maternal mortality rate is *exceptionally* low.

It may not be altogether inappropriate if we say a word on behalf of the People's Dispensary for Sick Animals of the Poor by referring to the fact that the objects include (1) the provision of free treatment and medicine for the animals of those who cannot afford the services of a veterinary surgeon; (2) The painless destruction of animals where necessary by competent operators; (3) The provision of a Centre where all in any difficulty about an animal can obtain free advice and information; (4) Assistance in the education of the young on the proper care of animals by means of lectures and the distribution of literature, particularly amongst the children in poor and crowded districts at whose hands small animals often suffer terrible cruelty.

The Association of Certificated Blind Masseurs, which is under the presidency of Sir Robert Jones, Bart., K.B.E., C.B., F.R.C.S., etc., the world-famous orthopædic surgeon, and was formed in 1919, under the auspices of the National

Institute for the Blind and St. Dunstan's Hostel for Blinded Soldiers and Sailors (by which it is supported). The membership comprises civilian men and women, war-blinded men, and ex-service men who have lost their sight in civil life, all of whom have been trained in the well-equipped Massage School of the National Institute for the Blind, 224, Great Portland Street, which is recognised by the Chartered Society of Massage and Medical Gymnastics and approved by the Board of Education.

Members of the Association are now practising in all parts of London and the provinces, Scotland, Ireland, Wales and overseas.

A unique Christmas appeal—for patients—is made by the Yarrow Convalescent Home at Broadstairs, which was founded and endowed by Sir Alfred Yarrow, and of which Lord Dawson of Penn is honorary physician.

The home is intended for the benefit of ailing and convalescent children, children of solicitors, and members of other professions.

There are 100 beds for boys and girls, but as the result of the reduced sickness rate among children following on the exceptionally long and fine summer, the home is now in the unusual position of having forty beds vacant.

The London Skin Hospital has been doing excellent work for more than forty years, particularly amongst the poorer classes. It is not an institution which is well-known if we except the thousands of out-patients who have benefited by its treatment. The hospital has no income apart from its subscription list, and at the present time has to maintain the utmost economy.

Skin diseases do not appeal to the general public to the same extent as other complaints, but the sufferers however are none the less deserving of sympathy and assistance.

The value of the services rendered by this excellent institution has stood the test for many years, and the earnest appeal of the committee for increased help should be sympathetically received by all.

One interesting feature is that every patient is invited to make some contribution to the cost of treatment according to his or her means, and it is pleasing to learn that in almost every case that invitation is gladly taken advantage of. It is sad to reflect, however, that the in-patients' department has now been closed for some time for lack of means, but it is hoped that as a result of this appeal kind-hearted persons will see to it that the Institution shall not lack for funds to carry on its good work. W. P. H.

Notes of Cases.

Court of Appeal.

Statham *v.* Statham.

Lord Hanworth, M.R., and Greer and Russell, L.JJ.

3rd December.

Divorce—Evidence—Charge of an Abominable Nature—Necessity for Corroboration—Definition of Legal Cruelty.

This was the husband's appeal against the findings of a special jury upon which Hill, J., had pronounced a decree *nisi* of dissolution of marriage on the grounds of the commission of an abominable act by him and of cruelty. The jury found that the husband was guilty of the act alleged and that he was guilty of cruelty to his wife by reason of certain practices, but that in other respects he was not guilty of cruelty.

Lord Hanworth, M.R., in the course of a considered judgment, said that, in order to prove the act alleged against the husband, cogent evidence was required. There was no corroboration of the petitioner's story and the judge had not warned the jury as to the necessity for some corroboration. . . . The cruelty the wife alleged was of two kinds: (*a*) certain practices of the husband, and (*b*) acts of cruelty more generally known, such as ill-temper, abuse, etc. Cruelty (*b*) had been negatived by the jury. In *Russell* v. *Russell*, 1895, P. 315, it had been laid down that to constitute legal cruelty "there must be danger to life, limb or health, bodily or mental, or a reasonable apprehension of it." That danger or apprehension was also essential to cruelty (*a*), but there seemed to be no cogent evidence of it. It had not been proved; at the best the evidence was vague and inconclusive. On the review of the whole of the charges, the evidence was not only unsatisfactory, but also unsound. The court had come to the conclusion that it would not be right to send the case for a new trial, and therefore the petition would be dismissed.

Greer and Russell, L.JJ., concurred in their judgments with that of the Master of the Rolls.

Counsel: *Willis*, K.C., and *Noel Middleton*, for the appellant husband; *Cotes-Preedy*, K.C., and *Bush James*, for the respondent wife.

Solicitors: *Shirley, Wolmer & Co.; Wedlake, Letts and Birds.*

[Reported by J. F. Compton-Miller, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Watts *v.* Battersea Borough Council.

Swift and Acton, JJ. 8th November.

Local Government—House Repairs—Effected by Local Authority—Summons for Payment against Solicitor Agent—Meaning of "Owner"—Housing, Town Planning, etc., Act, 1919, 9 & 10 Geo. 5, c. 35, s. 28 (5)—Public Health Act, 1875, 38 & 39 Vict., c. 55, s. 4.

During the course of litigation in respect of the testamentary disposition of house property in Battersea left by a man who died in 1922, J. Nixon Watts, the present appellant, a solicitor, who acted for the widow, instructed one Spicer to collect the rents of the property. He collected the rents of three houses during and after the time of the litigation and paid them to the solicitor to the widow, who was administratrix. In November, 1924, the medical officer of health for Battersea served notices on the solicitor requiring certain repairs to the property to be effected, and when this was not complied with the borough themselves did the work and presented the solicitor with the bill. On his failure to pay, a summons was issued, and in the result the magistrate held that he was liable as the "owner" of the premises within the meaning of the Housing, Town Planning, etc., Act, 1919, s. 28 (5). He now appealed against this decision.

Swift, J., said that "owner" in the Act of 1919 had the same meaning as in s. 4 of the Public Health Act, 1875; it meant: "The person for the time being receiving the rack rent of the lands or premises in connexion with which the word is used, whether on his own account or as agent or trustee for any other person, or who would so receive the same if such lands or premises were let at a rack rent." On the facts there was no doubt that the solicitor received the rent on behalf of the estate. He, however, contended that Spicer, who actually received the rent from the tenants, was the "owner" within the above definition. It could not be argued that there could be only one owner at a time, because the real owner, like the artificial owner, must be within the section. The artificial owner must have his remedy against the true owner. He thought that the definition might include even three or four owners. The appeal was dismissed.

Acton, J., delivered judgment to the same effect. Leave to appeal was granted.

Counsel: *Naldrett*, K.C., and *R. A. Glen*, for the appellant; *The Hon. Stafford Cripps*, K.C., and *Russell Gilbert*, for the respondents.

Solicitors: *J. Nixon Watts & Co.; John Poole*, Town Clerk, Battersea.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Newsholme Bros. *v.* Road Transport and General Insurance Co. Ltd. Rowlatt, J. 5th December.

INSURANCE—MOTOR CAR—PROPOSAL FORM—UNTRUE STATEMENTS—POLICY ISSUED—KNOWLEDGE OF AGENT—LIABILITY UNDER POLICY REPUDIATED BY INSURANCE COMPANY.

Special case stated by an arbitrator under s. 7 of the Arbitration Act, 1889. The respondents, the Road Transport and General Insurance Co. Limited, issued a policy of insurance, dated the 25th January, 1927, to the applicants, Newsholme Brothers, proprietors of a motor omnibus, insuring them against damage to the omnibus and third party claims. An accident, involving damage to the motor omnibus and injury to passengers, occurred on the 3rd August, 1927, but the insurance company repudiated liability under the policy in respect of the claims on the ground that the written proposal and declaration on which the policy was issued contained untrue and incorrect statements and failed to disclose the true facts. The proposal form was signed by a partner in the applicant firm, but the written answers were filled in by one Willey, the agent of the insurance company in connexion with the policy. The matter was submitted to arbitration, and the arbitrator found that information which had been communicated to Willey by the applicants had been withheld by him from the insurance company, and it was held that in law the insurance company had through their agent Willey full knowledge of the true facts, and that having accepted the premium they were liable under the policy. The question for the court was whether the arbitrator had come to a right determination in point of law.

ROWLATT, J., said that the proposal form contained a clause that the insured person warranted the answers to be true, and the question was, whether upon the arbitrator's findings, the applicants were entitled to recover. Whether or not the partner in the applicant firm who signed the proposal form read it was not stated, but he was in the same position as if he had, because he ought to have done so. There was a written agreement between the parties and verbal evidence should not be allowed to vary it. It was said that Willey, who filled in the proposal form, had knowledge of the true facts, and that that was the knowledge of the insurance company; on that point he referred to *Bawden* v. *The London, Edinburgh and Glasgow Assurance Co.*, 36 SOL. J. 502; 1892, 2 Q.B. 534; *Biggar* v. *Rock Life Assurance Co.*, 46 SOL. J. 105; 1902, 1 K.B. 516. Judgment was given for the respondents.

COUNSEL: *Schiller*, K.C., *Paley Scott* and *Wrangham*, for the insurance company; *Willoughby Jardine*, K.C., and *J. Neal*, for the applicants.

SOLICITORS: *Joynson-Hicks & Co.*; *A. H. Freeman*, for *Hyman Stone*, Sheffield.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Princess Olga Paley *v.* Weisz and Others.

Mackinnon, J. 3rd December.

FOREIGN LAW—PROPERTY CONFISCATED IN RUSSIA—SOLD BY SOVIET GOVERNMENT—CLAIM BY PREVIOUS OWNER AGAINST PURCHASER.

In this action the plaintiff, Princess Olga Paley, claimed from a number of defendants the return of, or damages for the detention or conversion of, certain personal property which she alleged belonged to her, and which the defendants alleged was property appropriated or confiscated by the Soviet Government from whom they had bought it in April, 1928. The property in question, formerly in the Paley Palace, near St. Petersburg, was bought by the defendant Weisz from the Soviet Government under an agreement by which he was to pay £48,000, and not to claim against the Soviet Government should any third person make a claim to the property. Princess Paley escaped from Russia without a passport.

MACKINNON, J., said that the plaintiff was entitled to recover the property which was hers in 1917, unless the defendants could show that it had since passed from her. He had to decide the case as a matter of construction of the various Soviet decrees and documents which had been proved. He accepted the fact that it had been proved that the Paley Palace became a museum safeguarded by the State, and that the plaintiff's property, which had been put into an inventory, had been declared to be State property. Moreover, by Decree 111 of the Council of People's Commissaries (1920), the plaintiff's property was confiscated on the ground that she had fled from Russia without a passport. The defendants had proved by the law of Russia that the plaintiff had been deprived of her property, and there would be judgment for the defendants, with costs.

COUNSEL: *Jowitt*, K.C., and *Valentine Holmes*, for the plaintiff; *Sir Patrick Hastings*, K.C., *Rowland Thomas*, and *D. A. S. Cairns*, for the defendants Weisz and Phillips; *Cecil Whiteley*, K.C., and *Harold Murphy*, for three other defendants; *J. B. Lindon*, for defendant Weil; *Melford Stevenson* held a watching brief.

SOLICITORS: *Lewis & Lewis*; *Campbell, Hooper & Todd*; *Charles Russell & Co.*; *A. & G. Tooth*; *E. F. Iwi*.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Societies.

City of London Solicitors Company.

ANNUAL BANQUET.

The Master, Mr. Harry Knox, presided at the annual banquet of the City of London Solicitors' Company, which was held at the Mansion House on Tuesday. Among the guests were Lord Hailsham (Lord Chancellor), Lord Hewart (Lord Chief Justice), Lord Hanworth (Master of the Rolls), Sir Laming Worthington-Evans, Bt. (Secretary of State for War), Mr. Justice Hawke, Mr. Justice Hill, Mr. Justice Wright, Sir Thomas Inskip, K.C., M.P. (Attorney-General), Mr. R. M. Welsford (President of The Law Society), The Lord Mayor, Alderman and Sheriff Sir William Waterlow, Mr. Sheriff W. P. Coxon, the Hon. Mr. Bainbridge Colby (ex-Secretary of State of the United States of America), Vice-Admiral G. R. Mansell (Deputy-Master of Trinity House), Sir Oswald R. A. Simpkin (Public Trustee), Sir Claud Schuster, K.C., Sir Thomas Hughes, K.C. (Chairman, General Council of the Bar), Mr. Stuart J. Bevan, K.C., M.P. (Hon. Counsel), Mr. Gerald B. Hurst, K.C., Mr. Rayner Goddard, K.C., Mr. F. T. Barrington Ward, K.C., Sir Patrick Hastings, K.C., Mr. Charles Doughty, K.C., Mr. J. B. Melville, K.C., Sir T. Willes-Chitty, Bt., K.C., Master Valentine Ball, O.B.E., Mr. T. H. Wrensted, Mr. A. J. Knox, Mr. W. L. Mummery, Mr. Shirley Worthington-Evans, Mr. Harold G. Brown, Mr. W. W. Paine, Mr. John E. Parry (Chairman of the Baltic), Major Richard Rigg, J.P. (President of Incorporated Secretaries Association), Mr. Ernest Hicks (Master of the Salters' Company), Mr. G. Stanley Pott, Mr. J. Montague Haslip, Mr. E. Burrell Baggallay, Mr. R. C. L. Clarke, Mr. J. Bradley Dyne, Mr. F. C. Watmough, Mr. Gordon Alchin, Mr. John D. Botterell, Mr. James D. Botterell, Mr. Percy D. Botterell, Mr. P. C. C. Francis, Mr. Sydney C. Scott, Major W. F. Atkinson Clark, D.S.O., Mr. Hugh D. P. Francis, M.C., Mr. A. P. Herbert, Mr. E. J. Stannard (Senior Warden), Mr. F. M. Guedalla (Junior Warden), Mr. J. H. Armstrong (Senior Dinner Steward), Mr. R. S. Fraser (Junior Dinner Steward), and Mr. Arthur T. Cummings (Clerk).

The MASTER proposed the health of "The Lord Mayor, the Sheriffs and the Corporation of the City of London." He observed that the membership of the Company was limited to solicitors practising in the city. The interests of the Company were bound up in those of the city.

The LORD MAYOR, in responding, said he should not be surprised if next year, when the Company celebrated its twenty-first anniversary, Alderman and Sheriff Sir William Waterlow, a member of the Company, would be Lord Mayor.

Mr. F. M. GUEDALLA (Junior Warden) proposed the toast "The Commerce of the City." He said the Company realised that their prosperity depended upon those who carried on the commerce of the city.

Mr. W. W. PAINE, responding, expressed apprehension at the flood of new issues with which we had been deluged. No sooner, he said, did a company establish itself than a dozen imitators sprang up, not one of which could succeed.

The real necessity, as well as the real hope, of this country lay in a great foreign export trade. It was impossible at this moment to give anything like a cheerful account of, for instance, shipbuilding, iron and steel, and textiles. One might hope that the darkest hour was over, but it still remained to get rid of a number of cankerous growths and of those disputes between labour and capital which, in the last fifteen years, had lost us 515,000,000 working days. We must also get rid of that hare-brained idea that by Government control great improvement would come. These things accomplished, he was confident that British credit and enterprise would pull us through.

Mr. A. P. HERBERT proposed "The Law."

Lord HEWART, responding, said the last speaker had asked what was the proper attitude of the reasonable man towards the law. He thought he could answer in the words of one who, speaking of the British Constitution, said it was our duty to venerate what we cannot at present comprehend. It was a great delight to see amongst them the Lord Chancellor. Long might the office of Lord Chancellor continue. If some of the sinister forces to which Mr. Herbert had referred were to prevail there would be no Lord Chancellor, but in his place something called a Minister of Justice, not framed in the law, or aware of the conditions of the Bar. A soap boiler, or an enterprising tea dealer, would be in office, with all the power of appointment that the Lord Chancellor and the Home Secretary now divided between them, and if a distinguished visitor came to England and asked who appointed the judges, the answer would be "Somebody in an office." A Minister of Justice would be here to-day and gone to-morrow, and of course the position of our judges would be something like that of the judges in some other countries. Long might we have a Lord Chancellor, matured in the law and presiding in the final court. The profession of the law depended upon the diligence and the skill of the members of The Law Society, and especially of those who were members of the City of London Solicitors' Company.

Mr. R. M. WELSFORD (President, Law Society) responded on behalf of the solicitor branch of the profession. He observed that he greatly appreciated the remark of the Lord Mayor that he wondered why the City solicitors had waited so many years before forming themselves into a company. There was no doubt about the age of their profession. They were one of the oldest professions in the country. They could trace their history as far back as the time of Edward I, when the position of the attorney was well recognised as "the attorneys of the King." That meant that attorneys had been in existence long before that date. How was it that all those years had been allowed to pass without a proper cohesion of the members of the profession? They had waited these hundreds of years before forming the City of London Solicitors' Company.

Mr. E. J. STANNARD (Senior Warden) gave the toast "The Visitors," coupling it with the name of The Hon. Mr. Bainbridge Colby (ex-Secretary of State of the United States of America), who, he remarked, had been a great friend of England during the war.

Mr. COLBY, in responding, said with regard to Anglo-American relations, that our unity was so sound that we could afford to do a little bickering at times. If the two great English-speaking nations were to combine, they had the power to impose their will upon the world in determining that there should be no war like the last.

The MASTER, in responding, said that the Company did a certain amount of useful work, both for themselves and for their clients, and to a certain extent for the community in general. One of the original ideas of the Company was to promote good fellowship amongst the solicitors of the City and a knowledge of each other which the members all felt to be most desirable. Many a time the solicitor could carry through a contentious matter because the man on the other side was a good fellow whom he knew personally, and they could carry through a difficult matter owing to that knowledge of each other which came from fellowship, to the advantage both of themselves and of their clients. Apart from that, the Company endeavoured to keep an eye upon prospective legislation. They also endeavoured, apart from legislation, to meet cases brought to their notice by the press or otherwise, and they made representations in the quarters where there was likely to be found redress. And all this could be done much more successfully by a Company than by an individual solicitor.

A UNIVERSAL APPEAL.

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

Society for Jewish Jurisprudence (English Branch).

A meeting of the society will be held on Monday, 17th inst., at 8.30 p.m., at University College, Gower-street, W.C.1 (near Euston Square and Warren-street Stations). Mr. H. F. Jolowicz, M.A., LL.M. (All Souls Reader in Roman Law, University of Oxford, Lecturer in Roman Law and Jurisprudence, University College, London), will take the chair, when Rabbi Asher Feldman, B.A., Ph.D. (Dayan of the United Synagogue), will read a paper on "The London Jewish Court (Beth Din)." A communication will also be read from Mr. G. J. Webber, LL.B. (Lecturer in law at the University of Manchester), on "A Hebrew version of Justinian's Institutes."

The Law Society Rugby Football Club.

ANNUAL DANCE.

The Rugby Football Club's annual dance was held at the Hall of The Law Society on Wednesday, the 5th inst.

The Common Room, with its beautiful windows, mahogany panelling and marble columns, formed a charming setting to what, without exaggeration, may be described as a brilliant scene. Dancing took place there from nine until the not unduly late (or early) hour of two, with an interval for supper at eleven in the Reading Hall. The company numbered fully 200 and the members of the Club decorated the Hall with their new flag, of which they were duly proud. Judging by the buzz of conversation and constant merriment, all present seemed thoroughly to enjoy the occasion. The music was provided by Mr. Lloyd Shakespeare's band and performed its share in the entertainment most adequately and efficiently. Various parts of the Hall were decorated also with flowers in the scheme of the colours of the Club, red, white and green.

The dance was an unqualified success, and the thanks of the Club are due and tendered not merely to the Council of The Law Society for lending the rooms and to the caterer, Mr. Ridley, for the efficiency of his arrangements, but also to the committee for their untiring determination that everybody should be happy and their enthusiasm which, without question, secured that result.

RUGBY FOOTBALL RESULTS.

On Saturday, the 8th inst., the Club played two teams. The 1st XV, at Dean Park, Bournemouth, played the Bournemouth Rugby Football Club. The teams and result were as follows:—

Bournemouth: J. Simmonds, A. Haycock, H. Greenleaves, M. C. Stotbert, J. D. Howells, C. W. Cushion, W. G. Hoare, H. R. Kennedy (Captain), J. H. Preston, D. Rose, A. W. Richards, F. W. Breese, C. A. C. Rose, C. Agate, R. Mardy.

Law Society: E. De Guingand, D. P. Haines, N. J. Hankins, R. Lewis, C. A. Stocken, S. E. Mann, C. W. Davies, D. J. Macarthur (Captain), G. E. Garrett, J. G. Chester, D. B. Taylor, W. Leon, J. F. B. Satchell, K. G. R. Marsh, C. W. Harris.

Result: Bournemouth, 31 pts. (5 goals, 2 tries); Law Society, 3 pts. (1 try). Chester scored Law Society try.

At Shortlands. Law Society "A" *v.* Caterham O.B.

Law Society: S. C. Blum, H. M. Pinney, C. V. Bird (Captain), H. W. Harris, T. R. Hamp, S. W. Light-Kempton, R. S. M. Calder, G. A. Elkin, G. McColtart, A. R. Reynolds, D. C. Harward, R. S. Allen, J. M. Glover-Schultess-Young, T. M. Wechsler.

Result: Law Society "A," 9 pts.; Caterham O.B., Nil.

United Law Society.

A meeting of the Society was held in the Middle Temple Common Room on Monday, 3rd inst., Mr. E. H. Pearce in the chair. Mr. Roy Calvert (Secretary of the Society for the Abolition of Capital Punishment) moved: "That in the opinion of this House the time has arrived for the abolition of capital punishment." Mr. S. E. Redfern opposed. There also spoke Messrs. Burke, Shanly, Nigel, Thesiger, Macmillan, S. A. Redfern, Brewis, Walters and Pritchard. The opener having replied, the motion was put to the House and declared lost by sixteen votes to four.

The annual dinner of the Society was held at the Monico Restaurant on Monday, 10th inst. In the unavoidable absence of The Right Hon. Lord Carson, The Hon. Mr. Justice Swift presided. The other prominent guests included Sir Patrick Hastings, K.C., Miss Cecil Leitch, Mr. H. Foster (Vice-President of The Law Society), Mr. F. B. Guedalla (chairman of the Society), Sir Albion Richardson, Mr. Harry Knox (Master of the City of London Solicitors' Company), and Mr. E. Holroyd Pearce (Vice-Chairman of the Society).

Legal Notes and News.

Honours and Appointments.

The King has approved a recommendation of the Home Secretary that Mr. SAMUEL LOWRY PORTER, K.C., shall be appointed Recorder of Newcastle-under-Lyme to succeed the late Mr. W. de Bracy-Herbert; that Mr. ARTHUR MORLEY, Recorder of Richmond (Yorks) shall be appointed Recorder of Huddersfield to succeed Mr. C. F. Lowenthal, who has been appointed Recorder of Hull; and that Mr. RICHARD FRANK BURNAND shall be appointed Recorder of Richmond (Yorks). Mr. Porter was called to the Bar by the Inner Temple in 1905, went the Oxford Circuit, and took silk in 1925. Mr. Morley was educated at Christ Church, Oxford, and was called by the Middle Temple in 1913, joined the North-Eastern Circuit, and has been Commissioner of the High Court of Southern Rhodesia since 1926. Mr. Burnand was called by Lincoln's Inn in 1919 and went the North-Eastern Circuit.

Sir WASEY STERRY, C.B.E., barrister-at-law, has been appointed Judge of the Supreme Court, Egypt. Sir Wasey was called to the Bar by Lincoln's Inn in 1892, was appointed the first Civil Judge in the Sudan in 1901, Chief Judge in 1903, given the title of Chief Justice in 1915, and has been Legal Secretary to the Sudan Government since 1917. He published "The Annals of Eton College" in 1898.

Sir BRAJENDRA LAL MITTER has been appointed Law Member of the Executive Council of the Governor-General of India. He was called to the Bar by Lincoln's Inn in 1904.

Mr. ERNEST E. TWEED, solicitor, has been appointed Registrar of Hastings County Court.

Mr. HAROLD MARTIN FOSTER, solicitor, Wolverhampton (Messrs. W. A. & H. M. Foster) has been appointed Clerk to the Wolverhampton Borough Justices. Mr. Foster was admitted in 1904, and also holds the appointment of Clerk to the Justices, Sedgley Petty Sessional Division.

Mr. J. BROCK ALLON, B.A., solicitor, Town Clerk of Dudley, has been selected for the appointment of Town Clerk and Clerk of the Peace of Wolverhampton in succession to Mr. F. S. Warbreck Howell, recently appointed Town Clerk of Manchester. Mr. Allon was admitted in 1913.

Mr. ALFRED VARLEY, solicitor, the Town Clerk and Clerk of the Local Education Authority of the Borough of Colne, who is retiring after many years' service, has been appointed Consulting Solicitor to the Corporation.

NEW TREASURER OF GRAY'S INN.

Mr. TIMOTHY HEALY, K.C. (ex-Governor-General of the Irish Free State) has been elected Treasurer of the Honourable Society of Gray's Inn for the year 1929 in succession to Mr. R. E. Dummett, who has been elected Vice-Treasurer for the same period.

The Royal Exchange Assurance announces that The Hon. John Dewar, O.B.E., M.C., has been elected to a seat on the Court of Directors of the Corporation.

Court Papers.

Supreme Court of Judicature.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. JUSTICE EVE.	Mr. JUSTICE ROMER.
M'nd'y Dec. 17	Mr. Jolly	Mr. More	Mr.*Jolly	Mr. Ritchie
Tuesday .. 18	Hicks Beach	Ritchie	Ritchie	*Synge
Wednesday 19	Synge	Bloxam	*Synge	*Jolly
Thursday . 20	More	Jolly	Jolly	*Ritchie
Friday 21	Ritchie	Hicks Beach	*Ritchie	Synge
Saturday .. 22	Bloxam	Synge	Synge	Jolly

Date.	Mr. JUSTICE MAUGHAM.	Mr. JUSTICE ASTBURY.	Mr. JUSTICE TOMLIN.	Mr. JUSTICE CLAUSON.
M'nd'y Dec. 17	Mr. Synge	Mr. More	Mr. Hicks Beach	Mr. Bloxam
Tuesday .. 18	Jolly	*Hicks Beach	*Bloxam	More
Wednesday 19	Ritchie	Bloxam	*More	Hicks Beach
Thursday . 20	Synge	*More	*Hicks Beach	Bloxam
Friday 21	Jolly	Hicks Beach	*Bloxam	More
Saturday .. 22	Ritchie	Bloxam	More	Hicks Beach

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 20th December, 1928.

	Middle Price 12th Dec.	Interest Yield. £ s. d.	Yield with Redemption. £ s. d.
English Government Securities.			
Consols 4% 1957 or after	88	4 11 0	—
Consols 2½%	56	4 9 0	—
War Loan 5% 1929-47	102	4 18 0	4 17 6
War Loan 4½% 1925-45	98	4 12 0	4 14 0
War Loan 4% (Tax free) 1929-42	100¾	4 0 0	3 19 6
Funding 4% Loan 1960-1990	89¼	4 9 0	4 11 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	94¾	4 4 6	4 7 6
Conversion 4½% Loan 1940-44	98½	4 11 6	4 13 0
Conversion 3½% Loan 1961	78⅝	4 9 0	—
Local Loans 3% Stock 1921 or after	64¾	4 13 0	—
Bank Stock	262	4 11 6	—
India 4½% 1950-55	92½	4 17 0	4 19 6
India 3½%	70xd	5 0 0	—
India 3%	60xd	5 0 0	—
Sudan 4½% 1939-73	97	4 13 0	4 15 0
Sudan 4% 1974	87	4 12 0	4 17 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	83	3 13 0	4 8 0
Colonial Securities.			
Canada 3% 1938	86	3 10 0	4 16 0
Cape of Good Hope 4% 1916-36	94	4 5 0	4 19 6
Cape of Good Hope 3½% 1929-49	82xd	4 5 6	4 18 6
Commonwealth of Australia 5% 1945-75	98	4 18 0	5 2 0
Gold Coast 4½% 1956	96	4 13 6	4 17 6
Jamaica 4½% 1941-71	96½	4 14 0	4 17 6
Natal 4% 1937	94	4 5 6	5 0 0
New South Wales 4½% 1935-45	90	5 0 0	5 7 0
New South Wales 5% 1945-65	98	5 2 0	5 3 0
New Zealand 4½% 1945	98	4 12 0	4 17 6
New Zealand 5% 1945	103	4 17 0	4 16 0
Queensland 5% 1940-60	98	5 2 0	5 0 6
South Africa 5% 1945-75	103	4 17 0	4 16 0
South Australia 5% 1945-75	98	5 2 0	5 2 0
Tasmania 5% 1945-75	102	4 18 0	5 0 0
Victoria 5% 1945-75	98	5 2 0	5 0 0
West Australia 5% 1945-75	99	5 1 0	5 2 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	64	4 13 6	—
Birmingham 5% 1946–56	104	4 16 0	4 15 0
Cardiff 5% 1945–65	103	4 18 0	4 16 6
Croydon 3% 1940–60	71	4 5 0	4 16 0
Hull 3½% 1925–55	80	4 7 6	5 0 0
Liverpool 3½% Redeemable at option of Corporation	74	4 14 0	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54	4 12 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65	4 13 0	—
Manchester 3% on or after 1941	65	4 13 0	—
Metropolitan Water Board 3% 'A' 1963–2003	66	4 11 0	4 12 6
Metropolitan Water Board 3% 'B' 1934–2003	66½	4 11 0	4 12 6
Middlesex C. C. 3½% 1927–47	84	4 3 6	4 17 0
Newcastle 3½% Irredeemable	74	4 14 6	—
Nottingham 3% Irredeemable	64	4 12 6	—
Stockton 5% 1946–66	104	4 16 0	4 19 0
Wolverhampton 5% 1946–56	103	4 17 0	4 19 9
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	84	4 15 6	—
Gt. Western Rly. 5% Rent Charge	102	4 18 0	—
Gt. Western Rly. 5% Preference	95	5 5 0	—
L. & N. E. Rly. 4% Debenture	78	5 4 0	—
L. & N. E. Rly. 4% Guaranteed	72	5 11 9	—
L. & N. E. Rly 4% 1st Preference	60	6 12 0	—
L. Mid. & Scot. Rly. 4% Debenture	82¾	4 18 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	78	5 3 6	—
L. Mid. & Scot. Rly. 4% Preference	70	5 14 0	—
Southern Railway 4% Debenture	82¾	4 17 6	—
Southern Railway 5% Guaranteed	98	5 2 0	—
Southern Railway 5% Preference	91	5 10 0	—

TO Estate Agents, wanted position as steward to residential flats, by ex-captain, age 47, married. 8089

EX-OFFICER, and public school man, requires position of trust. Experienced manager, secretary, cashier, book-keeper, also import, export, forwarding and road transport. 9594

WANTED by experienced business manager, a position as such. Good organiser, thorough knowledge of books and accounts, correspondence, and general office routine. Used to staff control. Good personality. 2979

PUBLIC School Man, experienced salesman, competent publicity manager; fluent French, German, some Russian; desires responsible post, home or abroad. 10034

EX-PROFESSIONAL Advertising Agent seeks part-time position. Qualified to advise on advertising, printing, etc. 8960

EX-OFFICER, Captain 1914-9, recently returned England—eight years' planting in Malaya—desires immediate employment; not Tropics. Estate management or secretarial. Age 39; active, fit; unmarried; drives car; expert typist; good accountant; fluent French, Malay. Highest references, England, abroad. 10020

EX-OFFICER, well educated, tact and adaptability; excellent character; certificated accountant and secretary; some experience architectural draughtsmanship; used to interviewing. Has been master boys' school. Seeks post of trust and responsibility, or any capacity. Dis. 232

LIEUTENANT, R.N., retired, aged 48, seeks post. Has had experience as hotel proprietor; good references; no objection to post abroad. 10021

PRACTICES AND PARTNERSHIPS.

SOLICITOR wishes to dispose of general practice (mainly conveyancing) in large seaside town, within one hour's rail of London; rapidly growing district; would suit young energetic solicitor with capital; price £700.—"B," Box 589, Solicitors' Journal, 29, Breams-building, E.C.4.

FOR SALE.—Solicitor's General Practice with large Police Court and County Court connexion in Marylebone district, including lease of offices.—"X," Box 584, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, experienced, young and energetic, desires partnership in conveyancing practice in Leeds or West Riding. Capital available.—"K," Box 568, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR (30), public school, with small but growing connexion and some capital, desires junior partnership in or near London, after probationary period. Experience in conveyancing, probate and general business. Would consider clerkship with prospects, at moderate salary, provided reasonable facilities for continuing private connexion available. Excellent references. Reply "A.," Box 587, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PARTNERSHIP offered competent young Solicitor with some connection and capital in London practice on advantageous terms.—"X.," Box 547, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ENERGETIC solicitor, good advocate, requires sound litigious, conveyancing and general practice, in Kent.—Reply B.," Box 525, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR wishes to purchase small practice in City for cash.—"B," Box 414, Solicitors Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, practising own account, having well-situated offices London and good class business, wishes to meet another similarly situated with a view to amalgamation.—Reply "Z.," Box 424, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR desires to purchase Partnership or Succession (conveyancing, probate and general); moderate capital; preliminary working arrangement preferred.—Reply "A.," Box 330, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, aged 34, admitted 1920, last two years London, following country general practice, desires partnership or succession. East Anglia preferred.—Apply "B.S." Box 311, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ARTICLED CLERKS &c.

SOLICITOR, practising in London, desires to enter into an arrangement with another under which each would take the other's son under articles for 5 years.—"H.G.M.," Box 470, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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